

Exhibit W

777 Partners LLC & Suttonpark Capital vs Leadenhall Capital
Bennett, Nicholas on 03/24/2025

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
WEST PALM BEACH DIVISION

CASE NO. 24-81143-CIV-DMM

777 PARTNERS LLC and SUTTONPARK
CAPITAL LLC,

Plaintiff,

vs.

LEADENHALL CAPITAL PARTNERS LLP,
LEADENHALL LIFE INSURANCE LINKED
INVESTMENTS FUND PLC, NOAH DAVIS,
SAIPH CONSULTING LLC, and PAUL KOSINSKI,

Defendant.

/

VIDEOTAPED DEPOSITION OF NICHOLAS J. BENNETT

TAKEN ON BEHALF OF THE DEFENDANT

MARCH 24, 2025
1:00 P.M. TO 6:03 P.M.

KING & SPALDING LLP
200 SOUTH BISCAYNE BOULEVARD, SUITE 4700
MIAMI, FLORIDA 33131

REPORTED BY:
MICHELLE VILLALOBOS, COURT REPORTER, CER, CDR
NOTARY PUBLIC, STATE OF FLORIDA

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	SMITH GAMBRELL RUSSELL		
04	300 SOUTH WACKER DRIVE	03	DIRECT EXAMINATION
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06	ON BEHALF OF THE DEFENDANT, LEADENHALL CAPITAL PARTNERS	05	CROSS EXAMINATION
07	LLP AND LEADENHALL LIFE INSURANCE LINKED INVESTMENTS		BY HAROLD E. MORLAN, III, ESQUIRE
	FUND PLC :	06	RE-DIRECT EXAMINATION
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17	AND PAUL KOSINSKI:	20	
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25			
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03	JEFFREY H. SOLMAN, ESQUIRE	03	
	STUMPHAUZER KOLAYA NADLER & SLOMAN, PLLC	04	NO EXHIBITS MARKED
04	2 SOUTH BISCAYNE BOULEVARD SUITE 1600	05	
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05	305-614-1400	07	
	JSLOMAN@SKNLAW.COM	08	
06	ALSO PRESENT:	09	
07	ASHLEY TAYLOR, VIDEOGRAPHER	10	
08		11	
09		12	
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01	VIDEOTAPED DEPOSITION OF NICHOLAS J. BENNETT	01	Q. Have you ever given any type of testimony
02	MARCH 24, 2025	02	before, either written or oral?
03	THE VIDEOGRAPHER: We are now on the video	03	A. I have not.
04	record. Today's date is Monday, March 24th, 2025.	04	Q. Have you ever given any testimony to a grand
05	The time is 01:09 P.M.	05	Jury?
06	This is the video deposition of Nicholas	06	A. I have not.
07	Bennett taken in the matter of 777 Partners LLC and	07	Q. How did you prepare for today's deposition?
08	SuttonPark Capital LLC v. Leadenhall Capital	08	A. There wasn't much preparation.
09	Partners LLP et al.	09	Q. All right. Well, understood, but how did you
10	The Court Reporter is Michelle Villalobos and	10	prepare?
11	the Videographer is Ashley Taylor. Would Counsel	11	A. I met with my Counsel.
12	please announce their appearances for the record?	12	Q. How many times?
13	MR. DONOVAN: Sure. Brian Donovan from King &	13	A. Just once.
14	Spalding on behalf of the Leadenhall, Defendants.	14	Q. Was it in person or on a call?
15	MR. SLOMAN: Jeffrey Soman on behalf of Nick	15	A. In person.
16	Bennett.	16	Q. To prepare for today's deposition, did you
17	MR. MCCARTHY: John McCarthy from Smith	17	meet with any other Counsel other than your individual
18	Gambrell & Russell on behalf of the Plaintiffs.	18	Counsel?
19	MR. FEUER: Leonard Feuer on behalf of Noah	19	A. I did not.
20	Davis.	20	Q. Did you review any documents to prepare for
21	MR. MORLAN, III: Harold E. Morlan, III on	21	today's deposition?
22	behalf of Saiph Consulting LLC and Paul Kosinski.	22	A. There was -- what was the document that we had
23	THE VIDEOGRAPHER: Thank you, Counselors.	23	just explaining that I had to come to the deposition
24	Thereupon:	24	today.
25	NICHOLAS J. BENNETT,	25	Q. Are you referring to a --
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01	was called as a witness, and after having	01	MR. SLOMAN: The notice.
02	been first duly sworn, testified as follows:	02	MR. DONOVAN: Yeah, sure.
03	THE COURT REPORTER: Counselors, you may now	03	BY MR. DONOVAN:
04	proceed.	04	Q. You're referring to the deposition notice that
05	MR. DONOVAN: Mr. Morlan, do you want me to go	05	contained like the date that you were supposed to show
06	first or do you want to go first?	06	up today?
07	MR. MORLAN, III: It's fine if you want to go	07	A. Yeah.
08	first.	08	Q. Okay. What's your job title currently?
09	MR. DONOVAN: Okay.	09	A. Senior Associate.
10	MR. MORLAN, III: I think you may have more	10	Q. Is it Senior Associate at 777 Partners?
11	questions so it may make sense for you to just go	11	A. That's right.
12	first and then for me to wrap up again.	12	Q. Did that job title change in the last year?
13	MR. DONOVAN: Sure. All right. Thanks.	13	A. No.
14	DIRECT EXAMINATION	14	Q. So, how long have you been a Senior Associate
15	BY MR. DONOVAN:	15	at 777 Partners?
16	Q. Mr. Bennett, how are you today?	16	A. Since July of 2023. June or July of 2023.
17	A. I'm well, how are you?	17	Q. And what was your job title prior to June or
18	Q. Good. Can you state your full name for the	18	July of 2023?
19	record?	19	A. Senior Manager.
20	A. Nicholas James Bennett.	20	Q. And what are your job responsibilities as
21	Q. Can you give us your home address?	21	Senior Associate of 777 Partners?
22	A. Yes, it's 1000 Brickell Plaza, Miami, Florida	22	A. I work on the investment team, so I assist
23	33131.	23	with a variety of our portfolio company investments.
24	Q. Have you ever been deposed before?	24	Q. Can you describe for me some of your
25	A. I have not.	25	responsibilities in assisting with portfolio company

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01 investments?	
02 A. I'd like to invoke the fifth.	01 BY MR. DONOVAN:
03 MR. SLOMAN: You want to --	02 Q. Oh, you can answer.
04 THE WITNESS: Yeah, do you know what I mean?	03 A. Oh, I'm sorry.
05 MR. SLOMAN: Yeah.	04 Q. I can ask the question again.
06 THE WITNESS: The fifth.	05 MR. SLOMAN: Yeah, yeah.
07 MR. DONOVAN: So, well, we can stipulate that	06 BY MR. DONOVAN:
08 if he just wants to say, I invoked the fifth, or if	07 Q. Why don't I try it again? Does -- strike
09 he refers to the number five or fifth in some way,	08 that. What is a structured settlement?
10 I understand what he's saying. If you want to read	09 A. I'd like to invoke the fifth.
11 the whole thing, that's fine too.	10 Q. Does 777 Partners invest in structured
12 MR. SLOMAN: Why don't he read it at least one	11 settlements?
13 time and then --	12 MR. MCCARTHY: Objection to the form.
14 MR. DONOVAN: Sure.	13 A. Yes, through portfolio companies. Yes.
15 MR. SLOMAN: -- he we'll have a protocol after	14 BY MR. DONOVAN:
16 that.	15 Q. When you say through portfolio companies, do
17 MR. DONOVAN: Sure.	16 you mean that 777 Partners portfolio companies invest in
18 MR. SLOMAN: Okay.	17 structured settlements?
19 THE WITNESS: Do you want to read it now?	18 MR. MCCARTHY: Objection to the form.
20 MR. DONOVAN: Sure.	19 A. Yes.
21 MR. SLOMAN: Yeah.	20 BY MR. DONOVAN:
22 THE WITNESS: On the advice of Counsel, I	21 Q. Is one of the portfolio companies that invests
23 invoke my fifth amendment privilege against self-	22 in structured settlements called SuttonPark Capital?
24 incrimination and respectfully decline to answer	23 A. Yes.
25 your question.	24 Q. Is one of the portfolio companies that invests
	25 in sports teams called Nutmeg?
01 MR. SLOMAN: And just so that we have an	
02 understanding when he says fifth from now on,	
03 that's what he means.	
04 MR. DONOVAN: Yeah, agreed.	01 A. Yes.
05 MR. SLOMAN: Okay. Thank you.	02 Q. What are the names of the portfolio companies
06 BY MR. DONOVAN:	03 that invest in aviation businesses?
07 Q. What were your responsibilities as senior	04 A. I don't really know today where the aviation
08 manager at 777 Partners?	05 investments stand.
09 A. I'd like to invoke the fifth, please.	06 Q. That's fair. Over the May 2021 to May 2024
10 Q. Can you explain how your responsibilities	07 period, what are the names of the 777 Partners portfolio
11 changed from senior manager at 777 Partners to senior	08 companies that invested in aviation businesses?
12 associate at 777 Partners?	09 A. I'd like to invoke the fifth, please.
13 A. I'd like to invoke the fifth.	10 Q. Do you currently work in the Capital Markets
14 Q. What is 777 Partners?	11 Group at 777 Partners?
15 A. It's a private equity investment firm.	12 A. I do not.
16 Q. What types of investments does 777 Partners	13 Q. Did you previously work in the Capital Markets
17 make?	14 Group at 777 Partners?
18 A. They invest along a few different investment	15 A. I do.
19 verticals including aviation, sports, media and	16 Q. For what period of time did you work in the
20 entertainment, litigation finance, consumer finance,	17 Capital Markets group at 777 Partners?
21 insurance.	18 A. I'd like to invoke the fifth.
22 Q. When you use the term insurance, do you	19 Q. Can you describe for me what the Capital
23 include structured settlements in that term?	20 Markets Group at 777 Partners did while you worked in
24 MR. MCCARTHY: Objection to the form.	21 the group?
25 MR. SLOMAN: You can answer.	22 A. I'd like to invoke the fifth.
	23 Q. Was one of the responsibilities of the 777
	24 Partners Capital Markets Group to allocate assets as
	25 collateral to lenders?

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01 MR. MCCARTHY: Objection to the form.	01 have any idea why you're here today?
02 A. I'd like to invoke the fifth.	02 A. Not entirely, actually.
03 MR. MORLAN, III: My Zoom is having issues.	03 MR. MCCARTHY: Objection to the form.
04 Are you guys able to hear me okay? It froze	04 BY MR. DONOVAN:
05 on the last one.	05 Q. Well -- okay. Do you have any understanding
06 MR. DONOVAN: I can hear you.	06 what the case in which you're here testifying is about?
07 THE WITNESS: Yeah.	07 A. There was some form of a break-in at, I guess,
08 MR. MORLAN, III: Is anybody else having	08 into an office or the infrastructure of one of our
09 issues remotely, Leonard, John?	09 portfolio companies. That's my understanding.
10 MR. MCCARTHY: I'm not having issues, but I	10 Q. Do you know the name of the person who
11 did notice that the Zoom from the Videographer was	11 allegedly broke into office buildings or the
12 frozen for 20 seconds.	12 infrastructure of a portfolio company?
13 MR. MORLAN, III: Yeah, the Zoom of the	13 A. Noah Davis.
14 Witness does keep freezing. It just froze again	14 Q. And who is Noah Davis?
15 while I was saying that.	15 A. I believe he was formerly a Chief Technology
16 MR. DONOVAN: Do you want to go off the record	16 Officer at the time.
17 for a second and see if we can fix this?	17 Q. Was he Chief Technology Officer at 777
18 MR. MORLAN, III: Yeah, let's go off the	18 Partners or SuttonPark?
19 record and see if we can fix this.	19 A. My understanding is he was initially the CTO
20 MR. DONOVAN: Okay.	20 of SuttonPark. And then, I'm not sure if he formally
21 THE VIDEOGRAPHER: We're going off record.	21 took a 777 CTO title or he just kind of assumed other
22 The time is 01:22 P.M.	22 responsibilities with the turnover and things of that
23 (Thereupon, a short discussion was held off	23 nature.
24 record.)	24 Q. Do you remember approximately when Noah Davis
25 (Deposition resumed.)	25 assumed Chief Technology Officer responsibilities for
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01 THE VIDEOGRAPHER: We are back on record.	01 777 Partners?
02 The time is 01:27 P.M.	02 A. I do not. I don't remember.
03 BY MR. DONOVAN:	03 Q. Do you know how many times you've interacted
04 Q. All right. Mr. Bennett, do you know what the	04 face-to-face with Noah Davis?
05 lawsuit is about that you're here testifying for today?	05 A. It was pretty minimal. I think he was based
06 A. I have some knowledge. I've not been very	06 in the Boca Raton office, so I didn't have a tremendous
07 involved in the case.	07 amount of interaction with him.
08 Q. What's your knowledge of the case in which	08 Q. And you worked out of the Miami office, right?
09 you're testifying about today?	09 A. I did.
10 A. I'm not entirely comfortable opining on that.	10 Q. You would recognize Noah Davis if you saw him,
11 I haven't been very looped in on the case.	11 right?
12 Q. Sure. Understood that your knowledge may be	12 A. Um-hum.
13 very limited on the case. I'm asking whether you have	13 Q. That was -- sorry, just for the record --
14 any idea whatsoever about what this case is about.	14 A. I'm sorry. Yes, yes.
15 A. Rather, I'm not really comfortable speaking	15 Q. Yes. You said before that your understanding
16 confidently on the case.	16 is that Noah Davis intruded into the Boca Raton office
17 Q. All right. When you say you're not	17 building, right?
18 comfortable speaking about it, are you -- what do you	18 MR. MCCARTHY: Objection to the form.
19 mean by that?	19 A. Yes.
20 A. I don't know all the details of the case. I	20 BY MR. DONOVAN:
21 haven't read through any filing or you know?	21 Q. And you also used the term infrastructure.
22 Q. Yeah, that's totally fair. And I don't -- to	22 Do you remember that?
23 be clear intend this to be like a memory test. We're	23 A. IT, yeah.
24 not going to check whether you're right about this.	24 Q. Sure. So, do you mean by that -- sorry,
25 I'm just trying to understand, like do you	25 withdrawn. Is your understanding that Noah Davis also

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01 conducted an intrusion into 777 Partners' computer 02 systems?	01 A. Again, I think it was more of a reaction to 02 the headline, but yes. Sure.
03 A. My understanding is that's the claim. I don't 04 know whether -- I'm not sure, I guess.	03 Q. What about Ian Ratner?
05 Q. Understood. So -- are you -- is it fair to 06 say that you understand that Plaintiffs in this case 07 claim that Noah Davis conducted unauthorized intrusions 08 into computer systems and an office building, but you 09 don't know whether that's right or not?	04 A. It's hard to say. I mean, I've had very few 05 discussions with him, so I'm not -- I don't recall.
10 A. Yes. I don't know what support there is nor 11 would I -- in my line of work at 777, would I be 12 apprised of that.	06 Q. Well, do you know the names of the individuals 07 from B Riley who are currently operating as day-to-day 08 managers of 777 Partners and 600 Partners?
13 Q. So, what's the basis of your knowledge that 14 Noah Davis conducted unauthorized intrusions into 15 computer systems or an office building?	09 A. I do.
16 MR. MCCARTHY: Objection to the form.	10 MR. MCCARTHY: Objection to the form.
17 A. I think, honestly, someone perhaps sent me a 18 link of article or claim to that effect. That's pretty 19 much the extent of my understanding.	11 BY MR. DONOVAN:
20 BY MR. DONOVAN:	12 Q. And what are their names?
21 Q. All right. So, fair to say that -- withdrawn. 22 Is it fair to say that the basis for your knowledge that 23 Mr. Noah Davis conducted intrusions into an office 24 building or computer system is a news report?	13 A. Mark Shapiro. Ian Ratner, I believe to an 14 extent but he's not as involved. On-site, that is. 15 Michael Thatcher. There's quite a few, I 16 guess. I wouldn't be able to list all of their names.
25 A. Yeah.	17 Q. And how often do you interact with B. Riley 18 professionals on a day-to-day basis at this point?
	19 A. I mean, it's on a daily basis.
	20 Q. So, who do you report to at this point?
	21 A. That's a good question I wish I knew.
	22 Q. Is it fair to say that following the 23 resignation of Josh Wander and Steven Pasko as managers 24 of 777 Partners in May 2024, you're not sure who you 25 report to?
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01 Q. Do you have any other basis aside from news 02 reports as to Noah Davis conducting intrusions into a 03 computer system or office building?	01 A. It's not Josh, it's Steve.
04 A. I guess word of mouth from other people within 05 the organization.	02 Q. Right. So, you're saying, just so I 03 understand your answer, you're saying I'm not sure who I 04 report to but it's not Josh Wander or Steven Pasko.
06 Q. Right. And so, who else within the 777 07 Partners organization told you that Noah Davis conducted 08 intrusions into computer systems or an office building?	05 A. I guess technically speaking it would be B. 06 Riley.
09 A. I mean, I don't know every employee that's 10 mentioned it in passing to me, but -- I mean, I don't 11 really recall the discussions.	07 Q. Okay.
12 Q. Well, so, is it fair to say then that there 13 are a lot of employees who have mentioned to you that 14 Noah Davis may have conducted an unauthorized intrusion 15 into computer systems or an office building?	08 A. The B. Riley team.
16 A. I would assume it was more of a, you know, 17 reaction to a headline article, like I said before.	09 Q. Understood. And so, why then do you say it's 10 hard to characterize who exactly you report to at this 11 point?
18 Q. Can you identify for me one of those 19 employees?	12 MR. MCCARTHY: Objection to the form.
20 A. I guess Josh Wander.	13 A. It's not a traditional job hierarchy, I guess, 14 at the moment, so I'm -- you know, it's B.
21 Q. All right. What about Molly Wander?	15 Riley, but, you know, I don't have a -- I 16 don't think I'd say I have a formal manager who's going 17 to give me a performance review.
22 A. I'm sure it was discussed at some point.	18 BY MR. DONOVAN:
23 Q. What about Steven Pasko?	19 Q. I see. So, how would you describe a 20 traditional management hierarchy?
24 A. Yes.	21 A. One in which you have a direct line, a 22 reporting line and, you know, performance reviews and 23 you have someone, you know, as a direct boss.
25 Q. What about Alex Adnani?	24 Q. Other than B. Riley not giving performance 25 reviews, what are the ways in which the current

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01 reporting line is not traditional?	01 because that ultimately, in my opinion, wouldn't get
02 MR. MCCARTHY: Objection to the form.	02 very far.
03 A. I mean, I don't even know who remaining on the	03 BY MR. DONOVAN:
04 investment team is of more of a senior position that,	04 Q. When you say it wouldn't get very far, what do
05 you know, a traditional hierarchy would -- you would	05 you mean?
06 report into.	06 A. Given that the -- yeah, as far as I
07 So, maybe a better way of characterizing this	07 understand, B. Riley has decision-making control over
08 is that previously I would have reported to a, you know,	08 777 Partners.
09 a managing director --	09 Q. Right. But does Josh Wander still give you
10 BY MR. DONOVAN:	10 directions? Or try to, at least?
11 Q. Previously, did you --	11 MR. MCCARTHY: Objection to the form.
12 A. -- on the investment team. Sorry.	12 A. Not really, no. We don't really -- or there's
13 Q. Sorry, go ahead. I didn't mean to interrupt	13 no, it's really just B. Riley.
14 there. I think you end with on the investment team,	14 BY MR. DONOVAN:
15 right?	15 Q. How about this? Does Josh Wander ever text or
16 A. Um-hum.	16 e-mail or call you without B. Riley on the text, e-
17 Q. So, is the manner in which current reporting	17 mail, or line?
18 lines are not traditional in your view, that you report	18 MR. MCCARTHY: Objection to the form.
19 to restructuring professionals rather than managing	19 A. I'd like to invoke the fifth.
20 directors?	20 BY MR. DONOVAN:
21 A. It's not a traditional, I guess, situation if	21 Q. Has Josh Wander, since May 2024, ever said
22 you're at -- the companies and a restructuring is	22 something to you to the effect of, don't worry about
23 perhaps a better way of characterizing it.	23 what B. Riley says, I'm still in charge?
24 Q. So, what's your understanding of B. Riley's	24 A. I'd like to invoke the fifth.
25 role?	25 Q. Has Steven Pasko ever told you, post May 2024,
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01 A. They've been engaged to serve as a	01 don't worry about what B. Riley says, I'm still in
02 restructuring advisor and they've, you know, taken over	02 charge?
03 day-to-day control of decision making. That's my	03 A. I'd like to invoke the fifth.
04 understanding, while they work through a restructuring	04 Q. Is it fair to say Josh Wander and Steven Pasko
05 plan.	05 have told you that B. Riley doesn't know what they're
06 Q. What role does Josh Wander currently have at	06 doing?
07 777 Partners?	07 MR. MCCARTHY: Objection to the form.
08 MR. MCCARTHY: Object to the form.	08 A. I'd like to invoke the fifth.
09 A. I'm not entirely sure.	09 BY MR. DONOVAN:
10 BY MR. DONOVAN:	10 Q. Do you think B Riley knows what they're doing?
11 Q. Understood. Do you understand that currently	11 A. I'd like to invoke the fifth.
12 Josh Wander is working as a consultant or a contractor	12 Q. Do you know whether A-CAP installed B. Riley
13 to 777 Partners?	13 as restructuring managers for 777 Partners and 600
14 MR. MCCARTHY: Objection to the form.	14 Partners?
15 A. That is what I heard at one point, yes.	15 MR. MCCARTHY: Objection to the form.
16 BY MR. DONOVAN:	16 A. I'd like to invoke the fifth.
17 Q. So, how often do you interact with Josh Wander	17 BY MR. DONOVAN:
18 at present?	18 Q. How do you normally interact with Josh Wander?
19 A. I see him at the office every now and then	19 Josh Wander, meaning the mode of conversation.
20 when he's there or I'm there.	20 A. I'd like to invoke the fifth, please.
21 Q. Has Josh Wander ever said to you, don't listen	21 Q. Can you describe Josh Wander's personality for
22 to what B. Riley said, listen to what I say?	22 me?
23 MR. MCCARTHY: Objection to the form.	23 A. I'd like to invoke the fifth, please.
24 A. I'm not entirely sure if that's -- he's never	24 Q. Is Josh Wander a con man?
25 told me not to listen to them and do what he says	25 A. I'd like to invoke the fifth, please.

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01 MR. MCCARTHY: Objection to the form.	01 A. Okay.
02 BY MR. DONOVAN:	02 Q. I'm just asking for your understanding,
03 Q. Is Josh Wander a scam artist?	03 sitting here today, understanding that memories can be
04 MR. MCCARTHY: Objection to the form.	04 valuable too.
05 A. I'd like to invoke the fifth, please.	05 A. Yeah.
06 BY MR. DONOVAN:	06 Q. So, I'm asking sitting here today, do you
07 Q. Would you loan Josh Wander \$500 of your own	07 remember any portfolio companies of 777 Partners for the
08 money?	08 May 2021 to May 2024, period?
09 A. I'd like to invoke the fifth, please.	09 A. I believe the Nutmeg soccer club entities sat
10 Q. All right. What's the distinction between 777	10 below 777 Partners, but I think some of the aviation
11 Partners and 600 Partners?	11 entities. Yeah, that's all I can remember in terms of
12 A. Each entity holds different portfolio	12 confidence that it's not a 600 Partners entity.
13 companies and then, you know, they're consolidated for	13 Q. Sitting here today. Do you remember any
14 financial reporting purposes. That's my understanding.	14 portfolio companies of 600 Partners over the May 2021 to
15 Q. What are some of the portfolio companies owned	15 May 2024, period?
16 by 777 Partners?	16 A. It would have been a lot of the insurance
17 A. Haven't seen the organization chart in quite a	17 entities. There was a Tammy business, transatlantic
18 while.	18 mortgage, SuttonPark. And then there's, you know, a
19 THE COURT REPORTER: I'm sorry, I didn't get	19 variety of SPVs that sit below those that roll up into
20 that here for the record. Can you repeat that?	20 600.
21 A. The organizational chart. Sorry. I honestly,	21 Q. Is it fair to say that on a day-to-day basis
22 I don't feel comfortable responding to that question	22 over the May 2021 to May 2024 period, 777 Partners and
23 now, given the, you know, past several months of	23 600 Partners operated as one single entity?
24 unwinding businesses and selling businesses, I don't --	24 MR. MCCARTHY: Objection to the form.
25 BY MR. DONOVAN:	25 A. On a consolidated basis, yes, in terms of the
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01 Q. Understood. So, how about over the May 2021	01 polling company structure, that's fair.
02 to May 2024, period. Can you just identify for me, some	02 BY MR. DONOVAN:
03 of the portfolio companies of 777 Partners that you	03 Q. When you say on a consolidated basis, what do
04 remember?	04 you mean?
05 A. I believe -- I -- actually, I'd rather I	05 A. Like I said before, the two entities are
06 decided I'm not entirely sure. I don't want to speak on	06 consolidated for reporting purposes, financial reporting
07 the record. There's a lot of companies, or there were a	07 purposes. At least that's my understanding.
08 lot of companies.	08 Q. Understood. So, you're speaking from an
09 Q. Fair. And I'm not -- to be clear, I'm not	09 accounting perspective when you answer that question?
10 asking just for portfolio companies that you're sure	10 A. That's what I've been told by the accounting
11 about, and I understand that you're testifying based on	11 team. I guess over the years.
12 your knowledge here today. I'm just asking, even if	12 Q. I get it. Okay. So, I'm asking on a day-to-
13 you're not sure about them, do you remember any	13 day basis, from the perspective of employees such as
14 portfolio companies of 777 Partners over the May 2021 to	14 yourself, do 777 Partners and 600 Partners operate as
15 May 2024 period?	15 the same entity?
16 MR. MCCARTHY: Objection to the form.	16 MR. MCCARTHY: Objection to the form.
17 A. This is -- just be clear, 777 Partners, not	17 A. I would say, I think that's fair, and I think
18 600 --	18 it's the other words, individuals within companies
19 BY MR. DONOVAN:	19 across both probably on the same payroll, during that
20 Q. Yes, I'm going to ask about 600 here. Why	20 time, at least.
21 don't I try my --	21 Q. All right. What is JG Wentworth?
22 A. Reasoning for my apprehensions, I don't want	22 A. They are a structured settlement originator.
23 to --	23 Q. What is a structured settlement originator?
24 Q. Yeah. And I'm not I understand this is not	24 A. I'd like to take the fifth.
25 -- this is not supposed to be like a memory test.	25 Q. I'm just asking a yes or no question here.

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<p>01 When I refer to the New York lawsuit between 02 Leadenhall and 777 Partners and affiliates. Do you know 03 what I'm talking about?</p> <p>04 A. Yes, I do.</p> <p>05 Q. What's your understanding of the New York 06 lawsuit between 777 Partners and affiliates on the one 07 hand in Leadenhall, on the other hand?</p> <p>08 A. Like to take the fifth, please.</p> <p>09 THE COURT REPORTER: Counsel, can we take a 10 bathroom break.</p> <p>11 MR. DONOVAN: Yeah. Why don't we take a break 12 right now?</p> <p>13 THE VIDEOGRAPHER: Sure. We're going off 14 record. The time is 01:56 P.M.</p> <p>15 (Thereupon, a short discussion was held off 16 record.)</p> <p>17 (Deposition resumed.)</p> <p>18 THE VIDEOGRAPHER: We are back on record the 19 time is 02:03 P.M.</p> <p>20 BY MR. DONOVAN:</p> <p>21 Q. All right. Ready to go?</p> <p>22 A. Yeah.</p> <p>23 Q. Okay. In 2021 did SuttonPark Capital consider 24 purchasing a portfolio of structured settlements from JG 25 Wentworth?</p>	<p>01 A. I'd like to take the fifth, please.</p> <p>02 Q. Before SuttonPark Capital ever purchased a 03 portfolio of assets from JG Wentworth in 2021, did 777 04 Partners issue compliance reports to Leadenhall stating 05 that assets which they had never purchased were pledged 06 to Leadenhall?</p> <p>07 MR. MCCARTHY: Objection to the form.</p> <p>08 A. I'd like to take the fifth, please.</p> <p>09 BY MR. DONOVAN:</p> <p>10 Q. Is it true that over the -- sorry withdrawn. 11 Is it true that of the \$250 million portfolio 12 of assets that SuttonPark considered purchasing from JG 13 Wentworth, SuttonPark only ultimately purchased 14 approximately \$1 million in assets?</p> <p>15 MR. MCCARTHY: Objection to the form.</p> <p>16 A. I'll take the fifth, please.</p> <p>17 BY MR. DONOVAN:</p> <p>18 Q. Did the SuttonPark Capital accounting 19 department expressly raise concerns to you that 20 SuttonPark was issuing false compliance reports to 21 Leadenhall?</p> <p>22 MR. MCCARTHY: Objection to the form.</p> <p>23 A. I'll take the fifth, please?</p> <p>24 BY MR. DONOVAN:</p> <p>25 Q. Do you know what the -- strike that. Do you</p>
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<p>01 A. I'd like to take the fifth, please.</p> <p>02 Q. In 2021 did SuttonPark Capital considering -- 03 sorry, let me start again. In 2021 did SuttonPark 04 Capital consider purchasing a portfolio of structured 05 settlements from JG Wentworth worth approximately \$250 06 million?</p> <p>07 A. I'd like to take the fifth, please.</p> <p>08 MR. MCCARTHY: Mr. Bennett, if you could wait 09 a second, so if I have an objection, I can say --</p> <p>10 THE WITNESS: Oh, I'm sorry. I'm sorry.</p> <p>11 MR. MCCARTHY: That's okay.</p> <p>12 BY MR. DONOVAN:</p> <p>13 Q. Before SuttonPark Capital ever purchased those 14 assets in 2021, did Josh Wander direct you and Alex 15 Adnani to allocate the assets to Leadenhall and 777 16 Partners computer systems?</p> <p>17 MR. MCCARTHY: Objection to the form.</p> <p>18 A. And I'll invoke the fifth, please.</p> <p>19 BY MR. DONOVAN:</p> <p>20 Q. What is MP Fin?</p> <p>21 A. It's a database that the SuttonPark Capital 22 business use for a variety of reporting and servicing 23 functions of that business.</p> <p>24 Q. Is one of the ways in which SuttonPark used MP 25 Fin to allocate assets to lenders as collateral?</p>	<p>01 know what it means for the SuttonPark Capital accounting 02 department to conduct a reconciliation?</p> <p>03 MR. MCCARTHY: Objection to the form.</p> <p>04 A. I'll take the fifth, please?</p> <p>05 BY MR. DONOVAN:</p> <p>06 Q. Did the SuttonPark Capital accounting 07 department regularly conduct reconciliations whereby 08 they compared accounting books and records to compliance 09 reports issued to lenders?</p> <p>10 MR. MCCARTHY: Objection to the form.</p> <p>11 A. I'll take to the fifth, please.</p> <p>12 BY MR. DONOVAN:</p> <p>13 Q. Did Josh Wander or Steven Pasko ever tell you 14 not to worry about the fact that SuttonPark was issuing 15 false compliance reports to Leadenhall because 16 SuttonPark would purchase assets from JG Wentworth in 17 the future?</p> <p>18 MR. MCCARTHY: Objection to the form.</p> <p>19 A. And I will invoke the fifth please.</p> <p>20 BY MR. DONOVAN:</p> <p>21 Q. Do you know what it means to top up or top off 22 receivables accounts?</p> <p>23 MR. MCCARTHY: Objection to the form.</p> <p>24 A. And I will invoke the fifth please.</p> <p>25 BY MR. DONOVAN:</p>

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01 Q. Does topping up or topping off receivable 02 accounts mean that 777 partners added money to bank 03 accounts to cover up the fact that 777 partners had 04 never purchased assets which had been pledged to 05 lenders?	01 making process is from a legal team perspective to, and 02 what facts or information were gathered to, I guess, 03 justify it from the business.
06 MR. McCARTHY: Objection to the form.	04 Q. I understand that answer. So, do you know who 05 thought it was a good idea to bring a lawsuit against 06 Leadenhall based on alleged intrusions by Noah Davis?
07 A. And I will invoke the fifth please.	07 MR. McCARTHY: Objection to the form.
08 BY MR. DONOVAN:	08 A. I would like to invoke the fifth, please.
09 Q. Was the purpose of topping up or topping off 10 receivables accounts to conceal a fraud perpetrated on 11 Leadenhall?	09 BY MR. DONOVAN:
12 MR. McCARTHY: Objection to the form.	10 Q. Did you play any role in the decision to bring 11 a lawsuit against Leadenhall based on unauthorized 12 intrusions by Noah Davis?
13 A. And I will invoke the fifth please.	13 A. Did I play a role in that decision?
14 BY MR. DONOVAN:	14 Q. Yes.
15 Q. Do you know who Karen Gorday is?	15 A. I'll take the fifth please.
16 A. Yes.	16 Q. Did the Plaintiffs in this Florida action file 17 the action solely to retaliate against Leadenhall for 18 bringing the New York action?
17 Q. And who is Karen Gorday?	19 MR. McCARTHY: Objection to the form.
18 A. She previously worked in the accounting 19 department at SuttonPark.	20 A. I'm not sure. I guess it's.
20 Q. Do you know whether the SuttonPark Accounting 21 Department blames certain individuals for the issuance 22 of false compliance reports to Leadenhall?	21 BY MR. DONOVAN:
23 MR. McCARTHY: Objection to the form.	22 Q. When you say you are not sure, do you mean 23 that it's possible that the Plaintiffs filed this 24 Florida action solely to retaliate against Leadenhall 25 for bringing the New York action?
24 A. I'll invoke the fifth please.	
25 BY MR. DONOVAN:	
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01 Q. All right. So, when I refer to the Florida 02 litigation, what I'm referring to is the litigation that 03 you are here testifying about concerning alleged 04 intrusions by Noah Davis. Do you understand what I 05 mean?	01 MR. McCARTHY: Objection to the form.
06 A. I do.	02 A. I mean, I guess it's possible, I don't -- I 03 just don't have -- I'm not entirely sure, but I guess to 04 answer your question, it's possible.
07 Q. Do you know who made the decision to file this 08 for a lawsuit against Leadenhall?	05 BY MR. DONOVAN:
09 A. I do not.	06 Q. Do you know that 777 Partners is currently the 07 subject of an investigation by the Department of 08 Justice?
10 Q. Do you have any idea who played a role in 11 filing this lawsuit against Leadenhall based on alleged 12 intrusions by Noah Davis?	09 A. I will invoke the fifth please.
13 MR. McCARTHY: Objection to the form.	10 Q. I think you testified earlier that you have 11 not testified before a grand jury, right?
14 A. I'm not really sure who is involved in, you 15 know, the decision to file the lawsuit or who ultimately 16 facilitated that.	12 A. That's correct. Yeah, I mean.
17 BY MR. DONOVAN:	13 Q. Well, okay. Have you provided any information 14 to the Department of Justice concerning 777 partners?
18 Q. Do you know who at 777 Partners or any of its 19 affiliates were in favor of filing a lawsuit against 20 Leadenhall based on intrusions by Noah Davis?	15 A. I will invoke the fifth.
21 A. I'm not entirely sure, you know, how to answer 22 that question.	16 Q. Do you know whether Noah Davis has ever 17 received a grand jury subpoena?
23 Q. When you say you are not entirely sure, what 24 do you mean?	18 A. I will invoke the fifth.
25 A. I just don't know what, you know, the decision	19 Q. I think you testified before and I'm just 20 asking for my own clarification purposes. I believe you 21 testified before that your understanding based on news 22 reports is that Noah Davis conducted intrusions into 777 23 Partners infrastructure, right?
	24 A. Yes, like the IT infrastructures, my 25 understanding.

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01	Q. All right. Do you know what Noah Davis was		01	Q. Do you know approximately when Noah Davis
02	targeting and intruding into 777 Partners information		02	conducted his first unauthorized intrusion into 777
03	technology systems?		03	Partners computer systems?
04	A. I don't know that I am in a position to answer		04	A. I don't.
05	that based on, you know, I don't have any factual		05	Q. Do you know whether Noah Davis first tried to
06	support or have been presented with any, so I don't		06	access MP Fin in late June 2024?
07	really know how to answer that question.		07	A. Do I remember? I'm sorry, you repeat the
08	Q. When you say factual support, what do you		08	question.
09	mean?		09	Q. Yeah, why don't I repeat it. Do you have any
10	A. I mean, I -- aside again from that news		10	understanding of whether Noah Davis first tried to
11	article, I would have no way of verifying that		11	access MP Fin in unauthorized fashion on June 28th,
12	information because of my role at the company is on the		12	2024?
13	investment team and I don't have anything to do with IT.		13	A. I'm sorry.
14	Q. Sure, I get it. And I'm not asking for only		14	Q. You can answer.
15	verified information and your knowledge may be based on		15	A. Okay. I don't remember exactly, but that, I
16	something you heard from someone at 777 Partners that		16	guess, that makes sense.
17	might not be true. Like I work like at an organization		17	Q. Why does that make sense?
18	too, I understand that.		18	A. Just thinking back that was roughly, I guess,
19	A. Okay.		19	when he told me the exact date, so I believe it.
20	Q. I am just asking whether it's verified or you		20	Q. Do you know that Noah Davis had received a
21	know it to be true or not, do you know what Noah Davis		21	grand jury subpoena shortly before trying to access the
22	was targeting when he conducted intrusions into 777		22	MP Fin system on June 28th, 2024?
23	Partners computer systems?		23	MR. McCARTHY: Objection to the form.
24	MR. McCARTHY: Objection to the form.		24	A. I'll invoke the fifth, please.
25	A. The information that I heard through word of		25	BY MR. DONOVAN:
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01	mouth was that it had something to do with access into		01	Q. Can you think of a reason why an individual
02	the MP Fin database and I don't know if there was		02	after receiving a grand jury subpoena might want to try
03	something along the lines of, you know, e-mails.		03	to get information responding to that subpoena?
04	BY MR. DONOVAN:		04	MR. McCARTHY: Objection to the form.
05	Q. Whose e-mails did you hear that Noah Davis		05	A. I'll invoke the fifth, please.
06	tried to access?		06	BY MR. DONOVAN:
07	MC. CARTHY: Objection to the form.		07	Q. Well, do you know whether right after Noah
08	A. I'm not sure, I don't know that it was		08	Davis received a grand jury subpoena, he first tried to
09	provided a name or names.		09	access in an unauthorized fashion the MP Fin System?
10	BY MR. DONOVAN:		10	MR. McCARTHY: Objection to the form.
11	Q. Do you know whether Noah Davis tried to access		11	A. I'll invoke the fifth, please.
12	the e-mails of Steven Pasko?		12	BY MR. DONOVAN:
13	A. That may have been mentioned, but I don't		13	Q. Do you have any evidence or factual basis to
14	recall.		14	believe that Leadenhall directed Noah Davis to conduct
15	Q. Well, I guess what I'm asking is did you ever		15	unauthorized intrusions in the 777 Partners computer
16	hear from anyone did -- that Noah Davis try to access		16	systems or office buildings?
17	the e-mails of Steven Pasko?		17	A. I'll invoke the fifth, please.
18	MR. McCARTHY: Objection to the form.		18	Q. Do you have any evidence or factual basis to
19	A. I think he was included in and I was informed		19	believe that Leadenhall benefited in any way from
20	of, but I don't remember exactly.		20	information taken by Noah Davis due to unauthorized
21	BY MR. DONOVAN:		21	intrusions into computer systems or office buildings?
22	Q. Understood that you don't remember exactly,		22	A. I'll invoke the fifth, please.
23	but do you remember hearing about any other individual's		23	Q. Do you have any evidence or factual basis to
24	e-mails that Noah Davis tried to access?		24	believe that Leadenhall ever received information from
25	A. I don't remember.		25	Noah Davis that he took via unauthorized intrusions into

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01 computer systems or office buildings?	01 Q. And who is Carson McGuffin?
02 MR. MCCARTHY: Objection to the form.	02 A. He is, I believe a portfolio manager at
03 A. I'll invoke the fifth, please.	03 A-Cap.
04 BY MR. DONOVAN:	04 Q. And do you know who Joe Gapman is?
05 Q. Would you agree with me that you have no	05 A. I do.
06 factual basis or evidence whatsoever to believe that	06 Q. And who is Joe Gapman?
07 Leadenhall directed Noah Davis to conduct unauthorized	07 A. She is the general counsel of A-Cap.
08 intrusions in the 777 Partners or SuttonPark Capital	08 Q. Do you know what it means for collateral to be
09 Systems?	09 free and clear of other claims?
10 MR. MCCARTHY: Objection to the form.	10 A. I would like to plead the fifth, please.
11 A. I'll invoke the fifth.	11 Q. Did the 777 entity Defendants pledge
12 BY MR. DONOVAN:	12 collateral to Leadenhall that was not free and clear of
13 Q. Okay. I'm going to define some terms so that	13 other claims?
14 we can speed the deposition along here.	14 MR. MCCARTHY: Objection to the form.
15 A. Okay.	15 A. I will invoke the fifth, please.
16 Q. I'm going to refer to the borrowers as the	16 BY MR. DONOVAN:
17 following entities, SPLCSS III, Dorchester Receivables	17 Q. Were assets pledged to Leadenhall by the 777
18 II, LLC, Insurety Agency Services, LLC and Signal SML 4	18 entity Defendants free and clear of all other claims at
19 LLC. I'm going to refer to the guarantors as the	19 all times?
20 following entities. 777 Partners, LLC and 600 Partners,	20 A. I will invoke the fifth, please.
21 LLC.	21 Q. Did the 777 entity Defendants pledge
22 I'm going to refer to the servicer as	22 collateral to Leadenhall that the 777 entity Defendants
23 SuttonPark Servicing, LLC and I'm going to refer to the	23 had already pledged to other lenders?
24 sellers as SuttonPark Capital, LLC, Signal Medical	24 A. I will invoke the fifth, please.
25 Receivables, LLC and Insurety Capital, LLC.	25 Q. Did the 777 entity Defendants pledge
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01 All of those 777 parties collectively are	01 collateral to Leadenhall that the 777 entity Defendants
02 going to be referred to as the 777 entity Defendants.	02 had not yet purchased?
03 I'm also going to refer to the entity Advantage Capital	03 MR. MCCARTHY: Objection to the form.
04 Holdings, LLC as A-Cap. Do you understand all that?	04 A. I will invoke the fifth, please.
05 A. I do.	05 Q. Did the 777 entity Defendants pledge
06 MR. MCCARTHY: Objection to the form.	06 fictitious assets to Leadenhall?
07 MR. DONOVAN: Do you objected to the form of,	07 MR. MCCARTHY: Objection to the form.
08 do you understand that?	08 A. I will invoke the fifth, please.
09 MR. MCCARTHY: No, to all the stuff that you	09 BY MR. DONOVAN:
10 said before that.	10 Q. Do you know what it means to double pledge
11 BY MR. DONOVAN:	11 assets?
12 Q. Do you know who Kenneth King is?	12 A. I will invoke the fifth, please.
13 A. I do.	13 Q. Were assets double pledged or fictitiously
14 Q. Who is Kenneth King?	14 pledged to Leadenhall solely because of the actions of
15 A. He is the CEO of A-Cap.	15 the borrowers or guarantors?
16 Q. How much interaction did you have with Kenneth	16 A. I will invoke the fifth, please.
17 King over the May 2021 to May 2024 period?	17 Q. Were the 777 entity Defendants A-Cap, Kenneth
18 A. I would like to invoke the fifth.	18 King, Josh Wander and Steven Pasko part of an
19 Q. Do you know who Mike Saliab is?	19 association in fact?
20 A. I do.	20 MR. MC. CARTHY: Object to the form.
21 Q. Who is Mike Saliab?	21 A. I will invoke the fifth, please.
22 A. He I believe is a chief operating officer of	22 BY MR. DONOVAN:
23 A-Cap.	23 Q. Were the 777 entity Defendants A-Cap, Kenneth
24 Q. Do you know who Carson McGuffin is?	24 King, Josh Wander, and Steven Pasko part of a criminal
25 A. I do.	25 enterprise?

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01 MR. MCCARTHY: Objection to the form.	01 you currently work remotely?
02 A. I will invoke the fifth, please.	02 A. I work at an office.
03 BY MR. DONOVAN:	03 Q. What office do you work at?
04 Q. Did the 777 entity Defendants A-Cap, Kenneth	04 A. It's a downtown Miami office, quest office.
05 King, Josh Wander and Steven Pasko operate a Ponzi	05 Q. Sorry, did you say quest office?
06 scheme?	06 A. It's a -- it's like a shared workspace.
07 MR. MCCARTHY: Objection to the form.	07 Q. I see. Is this a shared workspace that you
08 A. I will invoke the fifth, please.	08 personally subscribe to?
09 BY MR. DONOVAN:	09 A. No, the company.
10 Q. Can you define a Ponzi scheme?	10 Q. Oh, I see. Okay. Do you know what the
11 A. I will invoke the fifth, please.	11 address is?
12 Q. Did A-Cap and Kenneth King make the 777 entity	12 A. It's -- I believe it's 200 Southeast 2nd
13 Defendants appear to be a legitimate business when it	13 Street, one or 200.
14 was not by loaning the 777 entity Defendants billions of	14 Q. Who else works out of that shared office?
15 dollars?	15 A. There is a few, I don't know, there is
16 MR. MCCARTHY: Objection to the form.	16 probably 15 individuals or so including B. Riley, but
17 A. I will invoke the fifth please.	17 it's a -- it's like a hybrid work situation I could -- I
18 BY MR. DONOVAN:	18 guess you could say.
19 Q. Was the common purpose of the association	19 Q. Does Josh Wander work out of that shared
20 between 777 -- sorry, let me start again, withdrawn.	20 office?
21 Was the common purpose of the association	21 A. He does.
22 between the 777 entity Defendants, Kenneth King, Josh	22 Q. Does Steven Pasko work out of that shared
23 Wander and Steven Pasko to generate money for its	23 office?
24 members by lying about the security backing lender's	24 A. He does.
25 debt?	25 Q. Does Alex Adnani work out of that shared
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01 MR. MCCARTHY: Objection to the form.	01 office?
02 A. I will invoke the fifth, please.	02 A. He does not.
03 BY MR. DONOVAN:	03 Q. Do you know whether Alex Adnani works
04 Q. Did A-Cap and Mr. King control the decision	04 remotely? Currently?
05 making of the enterprise with the 777 entity Defendants?	05 A. He does.
06 MR. MCCARTHY: Object to the form.	06 Q. Does Mark Shapiro work out of that shared
07 A. I will invoke the fifth, please.	07 office?
08 BY MR. DONOVAN:	08 A. Not every week, but when he is at in Miami,
09 Q. Was the structure of the enterprise involving	09 yes.
10 the 777 entity Defendants, Kenneth King, Josh Wander,	10 Q. Does Josh Wander work out of that shared
11 and Steven Pasko memorialized in a steering committee	11 office every day?
12 memorandum issued around April, 20th, 2023?	12 A. Not every day.
13 A. I will invoke the fifth, please.	13 Q. Does he -- does Josh Wander work out of that
14 Q. Did A-cap and Kenneth King control the actions	14 shared office every week?
15 and decision making of the 777 entity Defendants Kenneth	15 A. Tough to say. I mean, it's a hybrid work
16 King -- sorry, withdrawn. Did A-Cap and Kenneth King	16 situation so I.
17 control the actions and decision making of the 777	17 Q. Is it fair to say you see Josh Wander in that
18 entity Defendants Josh Wander and Steven Pasko?	18 shared office more than you see Mark Shapiro?
19 MR. MCCARTHY: Objection to the form.	19 A. I will invoke the fifth, please.
20 A. I will invoke the fifth, please.	20 Q. When was the last time you saw Mark Shapiro?
21 BY MR. DONOVAN:	21 A. I believe it was last week.
22 Q. Did you previously work out of 777 Partners	22 Q. When was the last time you saw Josh Wander?
23 offices at 600 Brickell Avenue?	23 A. I believe I think I saw him today.
24 A. I did.	24 Q. Did you see him -- sorry, I didn't mean to cut
25 Q. And at what point did you -- withdrawn. Do	25 you off.

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01	A. That's okay.	01 Q. All right. As of April 2024, is it fair to
02	Q. Can you --	02 say that you Josh Wander, Steven Pasko, and Alex Adnani
03	A. I think I -- I think he was in his office when	03 worked on the 19th Floor at 777 Partner's offices in
04	I -- before I came here. I have not spoken to him	04 Miami?
05	today.	05 A. Yes.
06	Q. All right. When was the last time you spoke	06 Q. Yes. Is it fair to say that prior to April
07	to Josh Wander?	07 2024, A-Cap employees had worked out of 777 Partners
08	A. Sometime last week.	08 offices in Miami?
09	Q. Fair to say that when you last spoke to Josh	09 MR. McCARTHY: Objection to the form.
10	Wander, Mark Shapiro was not part of the conversation?	10 A. I will invoke the fifth, please.
11	MR. McCARTHY: Objection to the form.	11 BY MR. DONOVAN:
12	A. Yeah, I guess, you could say that.	12 Q. What is a compliance report?
13	BY MR. DONOVAN:	13 A. I will invoke the fifth, please.
14	Q. What did you guys talk about?	14 Q. Did the 777 entity Defendants issue compliance
15	A. I don't recall.	15 reports to Leadenhall over the May 2021 to November 2023
16	Q. Did Josh Wander tell you he had been deposed	16 period?
17	in this case last week?	17 MR. McCARTHY: Objection to the form.
18	A. He told me he had a deposition.	18 A. I will invoke the fifth, please.
19	Q. What did he tell you about the deposition?	19 BY MR. DONOVAN:
20	A. Just that he had to fly to New York, I think	20 Q. Can you tell me anything about the role you
21	for it.	21 played if any in issuing compliance reports to
22	Q. When was the last time you talked to Kenneth	22 Leadenhall?
23	King?	23 MR. McCARTHY: Objection to the form.
24	A. It's got to be over a year ago would be my	24 A. I will invoke the fifth, please.
25	guess.	25 BY MR. DONOVAN:
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01	Q. How often would you say you've talked to	01 Q. Would you agree with me that Kenneth King and
02	Kenneth King?	02 A-Cap exercised total control over the 777 entity
03	A. Not very frequently.	03 Defendants whereby they determine whether the 777 entity
04	Q. You say you've talked to Mike Saliab and	04 Defendants can make payroll when enter into contracts?
05	Carson McGuffin much more frequently?	05 MR. McCARTHY: Objection to the form.
06	MR. McCARTHY: Objection to the form.	06 A. I will invoke the fifth, please.
07	A. Not Mike Saliab, but Carson, yes.	07 BY MR. DONOVAN:
08	BY MR. DONOVAN:	08 Q. Did Kenneth King and A-Cap sit at the top of
09	Q. Did you share an office with Carson McGuffin	09 the hierarchy in the enterprise with the 777 entity
10	at 777 Partners offices in Miami?	10 Defendants Josh Wander and Steven Pasko?
11	A. I will invoke the fifth.	11 A. I will invoke the fifth, please.
12	Q. Did you share an office with Mike Saliab at	12 Q. Did the 777 entity Defendants A-Cap, Josh
13	777 Partners offices in Miami?	13 Wander, Steven Pasko and Kenneth King use approximately
14	A. I will invoke the fifth, please.	14 \$600,000,000 in debt provided by Leadenhall to purchase
15	Q. Did you and Alex Adnani used to share an	15 professional football teams and airlines?
16	office at 777 Partners offices?	16 MR. McCARTHY: Objection to form.
17	A. I will invoke the fifth, please.	17 A. I will invoke the fifth, please.
18	Q. Did you previously work on the 19th floor at	18 BY MR. DONOVAN:
19	777 Partner's offices?	19 Q. Is it your understanding that a compliance
20	A. Yes.	20 report issued to a lender contains lists of assets
21	Q. Who else worked on the 19th floor?	21 purportedly pledged to the lender?
22	MR. McCARTHY: Objection to the form.	22 A. I will invoke the fifth, please.
23	A. There was a lot of -- it was a pretty large	23 Q. All right. When I say a compliance report is
24	floor and it was a different company makeup at the time.	24 false, I mean that the report contains assets
25	BY MR. DONOVAN:	25 purportedly pledged to the lender that are not in fact

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01 pledged exclusively to the lender. Did the 777 entity	01 Q. Did a criminal enterprise involving the 777
02 Defendants issue approximately 60 false compliance	02 entity Defendants, Josh Wander, Steven Pasko, Kenneth
03 reports to Leadenhall over the May 2021 to November 2023	03 King and A-Cap issue forged their Photoshop bank
04 period?	04 statements to Leadenhall?
05 A. I will invoke the fifth, please.	05 A. I will invoke the fifth, please.
06 Q. Did the 777 entity Defendants A-Cap, Kenneth	06 Q. Did the 777 entity Defendants alter
07 King, Josh Wander, and Steven Pasko participate in a	07 receivables in the 777 Partners computer system called
08 scheme to issue compliance reports to Leadenhall from	08 MP Fin to make it appear as though assets had been
09 May 2021 to November 2023 falsely stating that assets	09 pledged exclusively to Leadenhall when they had not?
10 were pledged exclusively to Leadenhall?	10 MR. McCARTHY: Objection to the form.
11 A. I will invoke the fifth, please.	11 A. I will invoke the fifth, please.
12 Q. Did a criminal enterprise involving the 777	12 BY MR. DONOVAN:
13 entity Defendants, A-Cap, Kenneth King, Josh Wander and	13 Q. Did the A-Cap -- strike that. Did A-Cap and
14 Steven Pasko work together to issue false compliance	14 the 777 entity Defendants engage in sham restructuring
15 reports to Leadenhall over the May 2021 to November 2023	15 negotiations with Leadenhall in 2024 to avoid bringing
16 period?	16 the fraud to light?
17 MR. McCARTHY: Objection to the form.	17 MR. McCARTHY: Objection to the form.
18 A. I will invoke the fifth, please.	18 A. I will invoke the fifth, please.
19 BY MR. DONOVAN:	19 BY MR. DONOVAN:
20 Q. So, when I use the term knowingly, what I mean	20 Q. Do you remember ever seeing servicing notes in
21 is deliberately and intentionally rather than by	21 the MP Fin system stating that assets pledged to
22 mistake. Did the 777 entity Defendants knowingly issue	22 Leadenhall had been pledged to another lender?
23 false compliance reports to Leadenhall from May 2021 to	23 A. I will invoke the fifth, please.
24 November 2023?	24 Q. Do you remember the accounting department ever
25 MR. McCARTHY: Objection to the form.	25 raising concerns to you that 777 Partners had pledged
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01 A. I will invoke the fifth, please.	01 assets to Leadenhall that 777 Partners had never
02 BY MR. DONOVAN:	02 purchased in the first place?
03 Q. Did Josh Wander knowingly issue false	03 MR. McCARTHY: Objection to the form.
04 compliance reports to Leadenhall from May 2021 to	04 A. I will invoke the fifth, please.
05 November 2023?	05 BY MR. DONOVAN:
06 MR. McCARTHY: Objection to the form.	06 Q. Did the 777 entity Defendants knowingly double
07 A. I will invoke the fifth, please.	07 pledge assets to Leadenhall?
08 BY MR. DONOVAN:	08 MR. McCARTHY: Objection to the form.
09 Q. Did Steven Pasko knowingly issue false	09 A. I will invoke the fifth, please.
10 compliance reports to Leadenhall from May 2021 to	10 BY MR. DONOVAN:
11 November 2023?	11 Q. Did the 777 entity Defendants operating at the
12 MR. McCARTHY: Objection to the form.	12 direction of Kenneth King, Josh Wander and Steven Pasko
13 A. I will invoke the fifth, please.	13 create fake records in 777 Partners computer systems?
14 BY MR. DONOVAN:	14 MR. McCARTHY: Objection to the form.
15 Q. Did Kenneth King knowingly issue false	15 A. I will invoke the fifth, please.
16 compliance reports to Leadenhall from May 2021 to	16 BY MR. DONOVAN:
17 November 2023?	17 Q. Did A-Cap and Kenneth King attempt to stop
18 MR. McCARTHY: Objection to the form.	18 Leadenhall from conducting an audit of its collateral in
19 A. I will invoke the fifth, please.	19 2023 because A-Cap and King knew that the audit would
20 BY MR. DONOVAN:	20 show that assets had been pledged to Leadenhall when
21 Q. Did A-Cap knowingly issue false compliance	21 they were never purchased in the first place?
22 reports to Leadenhall from May 2021 to November 2023?	22 MR. McCARTHY: Objection to the form.
23 MR. McCARTHY: Objection to the form.	23 A. I will invoke the fifth.
24 A. I will invoke the fifth, please.	24 BY MR. DONOVAN:
25 BY MR. DONOVAN:	25 Q. Did the association in fact involving the 777

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01 entity Defendants, Josh Wander, Steven Pasko, A-Cap and 02 Kenneth King take steps to try to conceal the fraud from 03 Leadenhall? 04 MR. McCARTHY: Objection to the form. 05 A. I will invoke the fifth, please. 06 BY MR. DONOVAN: 07 Q. Was the Capital Markets Group at 777 Partners 08 responsible for preparing and issuing compliance reports 09 to Leadenhall? 10 A. I will invoke the fifth, please. 11 Q. Around March 2023, did you and Alex Adnani 12 begin reporting directly to A-Cap employees? 13 A. I will invoke the fifth, please. 14 Q. Did A-cap move into 777 Partners offices in 15 March 2023? 16 MR. McCARTHY: Objection to the form. 17 A. I will invoke the fifth, please. 18 BY MR. DONOVAN: 19 Q. Did A-Cap employees ever during your time at 20 777 Partners work out of 777 Partners offices? 21 MR. McCARTHY: Objection to the form. 22 A. There were A-Cap individuals that worked at 23 our office when -- yeah, there were probably roughly in 24 that time but. 25 BY MR. DONOVAN:	01 Q. Well, was it before 2023? 02 MR. McCARTHY: Objection to the form. 03 A. It was around that time, I guess, I'm not 04 entirely sure which month it was. 05 BY MR. DONOVAN: 06 Q. All right. Is it fair to say that around the 07 time period of late 2022 to early 2023, Kenneth King, 08 Mike Saliab and Carson McGuffin started working out of 09 777 Partners offices in Miami? 10 MR. McCARTHY: Objection to the form. 11 A. I will invoke the fifth, please. 12 BY MR. DONOVAN: 13 Q. Well, hold on. So, I think you testified 14 already that Kenneth King, Mike Saliab and Carson 15 McGuffin were at some point working out of 777 Partners 16 offices in Miami, right? 17 MR. McCARTHY: Objection to the form. 18 MR. DONOVAN: You can go ahead. 19 A. I don't know exact timelines of, you know, 20 when certain people were in the office or not, so I 21 don't feel comfortable opining. 22 BY MR. DONOVAN: 23 Q. I totally get that. I'm just asking for the 24 approximate time period that you remember sitting here 25 today in which Kenneth King, Mike Saliab and Carson
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01 Q. And what employees of A-Cap worked at 777 02 Partners offices? 03 A. Carson McGuffin, it depends on who was in town 04 I guess. 05 Q. All right. So who other than Carson McGuffin, 06 do you remember working out of 777 Partner's offices? 07 A. Mike Saliab, Kenny King, I don't really recall 08 all of their names. 09 Q. What about Joe Gapman? 10 A. I didn't -- I'm not sure that I saw her at the 11 time, but it's possible. 12 Q. Around what time period did Kenneth King, 13 Carson McGuffin and Mike Saliab start working out of 777 14 Partners offices in Miami? 15 A. I don't -- I'm not sure. I don't recall. 16 Q. Well, I had thought that you said that around 17 the time period early 2023, you recall Kenneth King, 18 Mike Saliab and Carson McGuffin working out of 777 19 Partner's offices in Miami, right? 20 A. They were at our offices, yeah. 21 Q. Yeah, and I'm just asking a time in question. 22 Was that around early 2023? 23 MR. McCARTHY: Objection to the form. 24 A. I'm not entirely sure. 25 BY MR. DONOVAN:	01 McGuffin began working out of 777 Partners offices in 02 Miami? 03 MR. McCARTHY: Objection to the form. 04 A. It's tough to say because people came and gone 05 so I, you know, the term working I guess is, I'm not 06 really sure. 07 BY MR. DONOVAN: 08 Q. All right. I think you are -- 09 A. I work out of a different office every now and 10 then but that doesn't mean I'm, you know what I'm 11 saying. I don't, so I don't know when you. 12 Q. Yeah, I understand why my question could be 13 clearer. I am asking when do you remember seeing 14 Kenneth King, Mike Saliab and Carson McGuffin at 777 15 Partners offices in Miami regularly? 16 A. I'm not entirely sure, I mean, they -- it 17 wasn't -- I'm not sure when I saw all of them there 18 regularly. 19 Q. All right. 20 A. I don't know where to timeline that. 21 Q. All right. So, why don't we just go one by 22 one then. Do you -- withdrawn. When do you recall 23 seeing Carson McGuffin at 777 Partners offices in Miami 24 regularly? 25 A. I think he went between North Carolina and

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01 Miami elsewhere, so I'm not really sure on a regular 02 basis when that would be.	01 everyone. 02 Q. And did Kenneth King and Mike Saliab work on 03 the 19th floor as well?
03 Q. Well, did Carson McGuffin based on your 04 understanding move from North Carolina to Miami at some 05 point?	04 A. When they were in Miami. 05 Q. Did there come a time when Kenneth King, Mike 06 Saliab and Carson McGuffin stopped working out of 777 07 Partners offices in Miami?
06 A. I believe he is still going back and forth. 07 Q. Yeah. And again, I'm just asking like a rough 08 timing question. Given your testimony that you remember 09 seeing Carson McGuffin in 777 Partner's offices, I'm 10 asking just around what time period do you remember 11 regularly seeing Carson McGuffin at 777 Partners offices 12 in Miami?	08 A. I am not really sure when that would have 09 been. They, you know, when they were in town to visit, 10 they would be in our office, I don't know if or when 11 that stopped. 12 Q. Sure. I understand what you are saying. I 13 think you are saying, look, they weren't in the office 14 every single day. I think -- I understand your answer 15 on that. I'm just asking like a time period question. 16 Understanding that you are saying that they 17 may not have been in the office every day, what time 18 period approximately were Kenneth King, Carson McGuffin 19 and Mike Saliab working out of the 777 Partner's offices 20 from start to finish?
13 MR. MCCARTHY: Objection to the form. 14 A. I don't really -- I'm not really entirely 15 sure. 16 BY MR. DONOVAN: 17 Q. Do you have any understanding of approximately 18 when you started seeing Carson McGuffin regularly at 777 19 Partners offices in Miami?	21 A. I don't really know how to answer that. 22 Q. Do you not know how to answer that because 23 they weren't working out of the offices every day? 24 MR. MCCARTHY: Objection to the form. 25 A. I just wasn't keeping tabs on all of them
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01 Partners offices in Miami? 02 A. I don't remember the last time I saw him at 03 the office. 04 Q. I'm asking approximately when do you remember 05 starting to see Mike Saliab at 777 Partners offices in 06 Miami? 07 A. Early 2023 maybe. 08 Q. And do you remember seeing Kenneth King, Mike 09 Saliab and Carson McGuffin regularly at 777 Partners 10 offices in Miami around the period early 2023? 11 MR. MCCARTHY: Objection to the form. 12 A. Just trying to think back. I don't remember. 13 BY MR. DONOVAN: 14 Q. Did triple -- withdrawn. Were Carson McGuffin 15 -- withdrawn again. Was Carson McGuffin's name on a 16 door? 17 A. Not to my knowledge. 18 MR. MCCARTHY: Objection to form. 19 BY MR. DONOVAN: 20 Q. Did Carson McGuffin have an office that he 21 regularly worked out of at 777 Partners offices? 22 A. I think there was a space where he would work 23 in the office when he was in town. 24 Q. What floor of the office was that on? 25 A. Well, the floor was the 19th floor for	01 every single day so. 02 BY MR. DONOVAN: 03 Q. I see. Let me try it like this. 04 Approximately, when was the first time you 05 remember seeing Kenneth King, Carson McGuffin or Mike 06 Saliab working out of 777 Partners offices in Miami? 07 A. I have no idea. 08 Q. No idea whatsoever? 09 A. When the first time they ever came to the 10 office maybe 2020. 11 Q. Sure. I guess that's fair. I am saying -- 12 so, I'm not asking when was the first time they ever 13 showed up these visitors, I'm asking approximately when 14 was the first time you remember seeing Carson McGuffin, 15 Mike Saliab or Kenneth King working out of the 777 16 Partners offices in Miami? 17 MR. MCCARTHY: Object to form. 18 A. I'm not sure. 19 BY MR. DONOVAN: 20 Q. What role did A-Cap play in issuing compliance 21 reports to Leadenhall? 22 MR. MCCARTHY: Object to form. 23 A. I'll invoke the fifth, please. 24 BY MR. DONOVAN: 25 Q. Do you know approximately when the 777 entity

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01 defendants stop issuing compliance reports to 02 Leadenhall?	01 Q. Does he have a reputation for being imposing? 02 A. He's a tall guy.
03 MR. MCCARTHY: Objection to the form. 04 A. I'll invoke the fifth, please. 05 BY MR. DONOVAN: 06 Q. Did A-Cap know that the 777 entity defendants 07 were issuing false compliance reports to Leadenhall 08 after they started working out of 777 Partners Offices 09 in early 2023? 10 MR. MCCARTHY: Object to form. 11 A. I'll invoke the fifth, please. 12 BY MR. DONOVAN: 13 Q. Did A-Cap and Kenneth King know that the 777 14 entity defendants were issuing false compliance reports 15 to Leadenhall prior to 2023? 16 MR. MCCARTHY: Object to the form. 17 A. I'll invoke the fifth, please. 18 BY MR. DONOVAN: 19 Q. Prior to -- well, let me ask this. Did there 20 come a time when Josh Wander and Steven Pasko resigned 21 as managers of 777 Partners and 600 Partners? 22 A. I believe so, yes. 23 Q. Do you remember when they resigned as managers 24 of 777 Partners and 600 Partners? 25 A. I would assume when B. Riley was engaged as	03 Q. Sure. Outside of his height, does he have a 04 reputation for being imposing? 05 MR. MCCARTHY: Objection to the form. 06 A. I'm not really sure. 07 BY MR. DONOVAN: 08 Q. Do you think Josh Wander was scared of Kenneth 09 King? 10 A. I'm not sure. 11 Q. Do you think Steven Pasko was scared of 12 Kenneth King? 13 A. I'm not sure. 14 Q. Prior to May 2024 were 777 Partners and 600 15 Partners mere instrumentalities of Josh Wander and 16 Steven Pasko? 17 MR. MCCARTHY: Objection to the form. 18 A. What do you mean? 19 BY MR. DONOVAN: 20 Q. Sorry, are you asking what do I mean? 21 A. Yeah. Like, I'm -- 22 Q. Sure. 23 A. -- sorry, could you repeat. 24 Q. Yeah. 25 A. Your entities you said.
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01 construction adviser. 02 Q. Do you know why Josh Wander and Steven Pasko 03 resigned as managers of 777 Partners and 600 Partners? 04 A. I'll invoke the fifth, please. 05 Q. Do you know whether A-Cap and Kenneth King 06 forced Josh Wander and Steven Pasko to resign as 07 managers of 777 Partners and 600 Partners? 08 A. I'll invoke the fifth, please. 09 Q. Prior to May 2024, did Josh Wander and Steven 10 Pasko exercise complete control over 777 Partners and 11 600 Partners? 12 MR. MCCARTHY: Objection to the form. 13 A. I'll invoke the fifth, please. 14 BY MR. DONOVAN: 15 Q. Prior to May 2024, would you agree with me 16 that Kenneth King controlled Josh Wander and Steven Pasko's 17 actions? 18 MR. MCCARTHY: Objection to the form. 19 A. I'll invoke the fifth, please. 20 BY MR. DONOVAN: 21 Q. How would you describe Kenneth King? 22 A. I don't really know him that well, but he's 23 -- it's been -- I didn't have a ton of interaction with 24 him, so I'm not really sure how to describe him other 25 than who he works for.	01 Q. Sure. So, when I say an instrumentality do 02 you know what I mean? 03 A. Yes. 04 Q. Would you consider 777 Partners and 600 05 Partners instrumentalities of Josh Wander and Steven 06 Pasko? 07 A. I guess. 08 Q. Okay. Is it fair to say that you agree with 09 me that 777 Partners and 600 Partners are 10 instrumentalities for Josh Wander and Steven Pasko? 11 MR. MCCARTHY: Objection to the form. 12 A. As part owners of the business, yes. I guess 13 that's -- 14 BY MR. DONOVAN: 15 Q. Do you believe that the fraud perpetrated by 16 Josh Wander and Steven Pasko through their 17 instrumentalities resulted in a loss of Leadenhall? 18 A. I'll invoke the fifth, please. 19 Q. How would you define the term insolvent? 20 A. I'll invoke the fifth, please. 21 Q. All right. So, when I'm using the term 22 insolvent, what I mean is a company doesn't have the 23 money to meet its debt or financial obligations. Is 777 24 Partners currently insolvent? 25 A. I'll invoke the fifth, please.

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01	Q. Was 777 Partners insolvent over the May 2021	01	Q. You've never been in one of his cars before?
02	to May 2024 period?	02	A. Probably, I think it was like a Range Rover or
03	MR. MCCARTHY: Objection to the form.	03	something.
04	A. I'll invoke the fifth, please.	04	Q. I mean, he seems like the type of guy who'd
05	BY MR. DONOVAN:	05	like a fancy car. And so, what other cars does he have?
06	Q. Did Josh Wander and Steven Pasko use the	06	A. I honestly don't know.
07	corporate funds of 777 Partners and 600 Partners for	07	MR. MCCARTHY: Objection to the form.
08	personal use?	08	THE VIDEOGRAPHER: Can we go off record for
09	MR. MCCARTHY: Objection to the form.	09	media change?
10	A. I'll invoke the fifth, please.	10	MR. DONOVAN: Sure.
11	BY MR. DONOVAN:	11	THE VIDEOGRAPHER: This ends Media 1 we're
12	Q. Have you ever been on 777 Partners private	12	going off the record, time is 03:21 P.M.
13	jet?	13	(Thereupon, a short discussion was held off
14	A. I'll invoke the fifth, please.	14	record.)
15	Q. Well, do you understand that 777 Partners at	15	(Deposition resumed.)
16	one period in time through its portfolio companies owned	16	THE VIDEOGRAPHER: This begins Media 2 back on
17	or partially owned a private jet?	17	record, the time is 03:22 P.M.
18	A. Yes.	18	BY MR. DONOVAN:
19	Q. Did the jet have a name?	19	Q. Was there an overlap in ownership between 777
20	A. Not to my knowledge.	20	Partners and 600 Partners?
21	Q. Do you know whether Josh Wander and Steven	21	MR. MCCARTHY: Objection to the form.
22	Pasko used the 777 Partners jet for personal use?	22	A. Overlap in terms of the owners of the
23	A. I'm not sure.	23	businesses or?
24	Q. Well, how about this. Do you remember Josh	24	BY MR. DONOVAN:
25	Wander and Steven Pasko using the corporate jet to ever	25	Q. Yeah, let me try it again. Do you know who
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01	go on vacations?	01	the owners of 777 Partners are?
02	A. I'm not sure that they would characterize it	02	A. I don't know all of the current owners of the
03	as vacation, I guess.	03	business, to be honest with you, but Josh and Steve are
04	Q. What do you mean by that?	04	two of those individuals.
05	A. That they're always working.	05	Q. Do you know of any other owners of 777
06	Q. Yeah. All right. Have you ever gone on	06	Partners outside of Josh Wander and Steven Pasko?
07	vacation with Josh Wander?	07	A. No.
08	A. No.	08	Q. Are Josh Wander and Steven Pasko also the
09	Q. No. All right. Does Josh Wander go on a	09	owners of 600 Partners?
10	vacation a lot?	10	A. I don't believe Josh is.
11	MR. MCCARTHY: Objection to the form.	11	Q. Are there, as far as you know, owners of 600
12	A. I'm not sure what he would qualify or classify	12	Partners other than Steven Pasko?
13	vacation as.	13	A. I'm not really sure.
14	BY MR. DONOVAN:	14	Q. Well, is there an overlap in ownership,
15	Q. Do you know what Josh Wander's major assets	15	officers, directors, and employees between 777 Partners
16	are?	16	and 600 Partners?
17	A. I have no idea.	17	MR. MCCARTHY: Objection to the form.
18	Q. He's got a penthouse apartment, right?	18	A. Is there an overlap of owners, directors?
19	A. Okay. Yes, I've heard of that.	19	Can you repeat the question one more time?
20	Q. Yeah. Have you ever been in his apartment?	20	BY MR. DONOVAN:
21	A. I have not.	21	Q. Sure. Would you say there is an overlap in
22	Q. Any other assets you remember?	22	owners, officers, directors, and employees between 777
23	A. Cars, I guess.	23	Partners and 600 Partners?
24	Q. What kind of cars does he have?	24	A. Yes.
25	A. I'm not sure what he has.	25	Q. Can you confirm that 777 Partners and 600

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01 Partners had common office space with Josh? Can you	01 A. I think at some point they did, yes. They
02 confirm that 777 Partners and 600 Partners worked out of	02 should have.
03 the same office?	03 BY MR. DONOVAN:
04 A. Yes.	04 Q. Do you remember when 777 Partners and 600
05 Q. Did 777 Partners, 600 Partners, and other	05 Partners stopped exercising corporate formalities?
06 entities within the 777 corporate system transact with	06 A. I don't recall.
07 each other at arm's length?	07 MR. McCARTHY: Objection to the form.
08 A. I'll invoke the fifth, sorry.	08 BY MR. DONOVAN:
09 Q. Did Josh Wander, Steven Pasko, 777 Partners,	09 Q. Do you know whether 777 Partners and 600
10 and 600 Partners co-mingle corporate and professional -	10 Partners prepare annual financial statements?
11 - sorry, strike that. Did 777 Partners, 600 Partners,	11 A. I'll invoke the fifth, please.
12 Josh Wander, and Steven Pasko co-mingle corporate and	12 Q. Well, do you know whether 777 Partners and 600
13 personal funds?	13 Partners have ever prepared a financial statement?
14 MR. McCARTHY: Objection to the form.	14 A. Yes, I do. Yes, they have.
15 A. I'll invoke the fifth.	15 Q. What types of financial statements did 777
16 BY MR. DONOVAN:	16 Partners prepare?
17 Q. Do you know whether 777 Partners and 600	17 A. Audited annually and quarterly financials.
18 Partners held regular board meetings?	18 Q. Do you remember who audited 777 Partners and
19 A. I think, yes, they used to.	19 600 Partners quarterly and annual financial reports?
20 Q. Did 777 Partners and 600 Partners stop holding	20 A. I'd like to invoke the fifth, please.
21 regular board meetings around the late 2022 period?	21 Q. Well -- okay. Did 777 Partners and 600
22 A. I don't recall.	22 Partners engage an auditing firm to audit its financial
23 Q. So, when you said they used to hold regular	23 statements?
24 board meetings, what did you mean by that?	24 MR. McCARTHY: Objection to the form.
25 A. That there were meetings with the board of	25 A. I'd like to the fifth, please.
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01 directors, but I'm not privy as to when they stopped.	01 BY MR. DONOVAN:
02 Q. I see.	02 Q. All right. Did the 777 entity defendants
03 A. I wasn't on the board.	03 routinely guarantee the debt obligations of affiliates
04 Q. All right. So, is it fair to say that your	04 within the 777 corporate system?
05 understanding is that 777 Partners and 600 Partners no	05 MR. McCARTHY: Objection to the form.
06 longer hold regular board meetings, but you're not sure	06 A. They did guarantee obligations, I don't know
07 exactly when those board meetings stopped?	07 if -- I don't want to make an opinion on routinely, so
08 A. To my knowledge now I don't think there's any	08 there were guaranteed obligations.
09 board meeting that's held or routine board meetings.	09 BY MR. DONOVAN:
10 Q. Right. And I'm just asking, do you know when	10 Q. What's an example of debt obligation that a
11 approximately those regular board meetings stopped?	11 777 Partners affiliate guaranteed for another affiliate?
12 A. I don't recall.	12 A. I'd like to take the fifth, please.
13 Q. When I use the term corporate formalities, do	13 Q. Did Josh Wander and Steven Pasko personally
14 you know what I'm referring to?	14 guarantee the debt of the 777 entity defendants?
15 A. Sure, yes.	15 MR. McCARTHY: Objection to the form.
16 Q. How would you -- what are some corporate	16 A. I'll take the fifth, please.
17 formalities that you would describe?	17 BY MR. DONOVAN:
18 A. I think a board meeting would be one.	18 Q. Do you know where Leadenhall \$600,000,000
19 Q. What about like a financial report?	19 went?
20 A. Yes.	20 MR. McCARTHY: Objection to the form.
21 Q. What about like minutes of a board meeting?	21 A. I'll take the fifth, please.
22 A. Yes.	22 BY MR. DONOVAN:
23 Q. Did 777 Partners and 600 Partners regularly	23 Q. Do you recall a time in which SuttonPark
24 exercise corporate formalities?	24 Capital took in approximately \$350,000,000 from
25 MR. McCARTHY: Objection to the form.	25 Leadenhall that it then transferred to 777 Partners?

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01	MR. MCCARTHY: Objection to the form.	01	CROSS EXAMINATION
02	A. I'll invoke the fifth, please.	02	BY MR. MORLAN, III:
03	BY MR. DONOVAN:	03	Q. Mr. Bennett, my name is Hal Morlan. I
04	Q. Well, can you answer any questions as to what	04	represent Saiph Consulting LLC and Paul Kosinski in this
05	777 Partners and A-Cap did with the \$600,000,000 in debt	05	case. Do you know who Saiph Consulting LLC is?
06	funding provided by Leadenhall?	06	A. I do.
07	MR. MCCARTHY: Objection to the form.	07	Q. Okay. What is your understanding of who Saiph
08	A. I'll invoke the fifth, please.	08	Consulting LLC is and what they do?
09	BY MR. DONOVAN:	09	A. So, my understanding is that that's Paul
10	Q. Did A-Cap and Kenny King control the	10	Kosinski's business -- consulting business. In terms of
11	guarantors every move in inducing Leadenhall to provide	11	what they do, I think they provide consulting services
12	approximately \$600,000,000 in debt funding to the 777	12	around financial reporting or servicing, things of that
13	entity defendants?	13	nature.
14	MR. MCCARTHY: Objection to the form.	14	Q. And do you know who Paul Kosinski?
15	A. I'll invoke the fifth, please.	15	A. Yes.
16	BY MR. DONOVAN:	16	Q. Okay. And how do you know Mr. Kosinski?
17	Q. Did A-Cap, the 777 Entity Defendants, Josh	17	A. Paul used to run SuttonPark Capital.
18	Wander, Steven Pasko, and Kenneth King defraud	18	Q. And did you have any occasion to interact with
19	Leadenhall out of approximately \$600,000,000?	19	Paul when he was working for SuttonPark Capital?
20	MR. MCCARTHY: Objection to the form.	20	A. Yes.
21	A. I'll invoke the fifth, please.	21	Q. What type of interaction did you have with
22	BY MR. DONOVAN:	22	Paul when he was working at SuttonPark Capital?
23	Q. Did the 777 entity defendants, Josh Wander,	23	A. Well, Paul actually hired me, so. But I
24	Steven Pasko, Kenneth King, and A-Cap use hundreds of	24	started working with him probably in 2017 on a variety
25	millions of dollars provided by Leadenhall to try to buy	25	of reporting capital markets type transactions.
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01	professional football teams and airlines?	01	Q. And did that continue your work with
02	MR. MCCARTHY: Objection to the form.	02	Mr. Kosinski? Did that continue through his departure
03	A. I'll invoke the fifth, please.	03	from SuttonPark in late 2020?
04	BY MR. DONOVAN:	04	A. To an extent, yeah.
05	Q. I'll ask one more question. Is it fair to say	05	Q. Okay. During that time period, how often
06	that 777 Partners is paying the attorney's fees for your	06	would you speak with Mr. Kosinski?
07	counsel?	07	A. I mean, in the final few years of his time
08	MR. SLOMAN: Objection, attorney-client	08	there, occasionally, towards the beginning part of that
09	privilege and I'll instruct Mr. Bennett not to	09	timeline that was much more frequent.
10	answer the question.	10	Q. Okay. So, for the part of the timeline that
11	MR. DONOVAN: Well, so, I'm just asking a yes	11	it was much more frequent, how long would you say that
12	or no, I'm not asking for any communications.	12	part of the timeline was?
13	MR. SLOMAN: Yeah, but I think the answer to	13	A. Probably from 2017 to 2019.
14	that may imply some type of communications that	14	Q. So, it would be fair to say that during that
15	we've had. So, I think to be on the safe side, I'm	15	time period you got to know Mr. Kosinski pretty well?
16	going to instruct him not to answer.	16	A. Yeah, I'd say so.
17	MR. DONOVAN: That's fair.	17	Q. During that time period where you were
18	BY MR. DONOVAN:	18	routinely interacting with Mr. Kosinski, did
19	Q. Are you paying for your counsel's attorney's	19	Mr. Kosinski ever ask you to do anything that you felt
20	fees?	20	was improper?
21	MR. SLOMAN: You can answer that question.	21	A. Not to my knowledge, no. Or my recollection,
22	A. I'm not.	22	I should say.
23	MR. DONOVAN: Okay. Nothing further from me.	23	Q. And do you know of that -- or have any
24	Mr. Morlan.	24	information about any allegations that Mr. Kosinski has
25	MR. MORLAN, III: Thank you.	25	ever done anything improper in a business context?

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01	MR. MCCARTHY: Objection to the form.	01 Q. All right. And then as far as the Saiph
02	A. Not to my knowledge.	02 Consulting collateral audit, was that just dealing with
03	BY MR. MORLAN, III:	03 structured settlement receivables?
04	Q. And were you aware that Leadenhall retained	04 A. To my knowledge, yes, I believe so.
05	Saiph Consulting to perform a collateral audit that's	05 Q. And when did the CBIZ collateral audit start?
06	the subject of this litigation?	06 A. I don't recall exactly, but I want to say
07	A. Yes.	07 June 2024.
08	Q. And so, when I say collateral audit or the	08 Q. And when did the Saiph Consulting collateral
09	collateral audit that's the subject of this litigation,	09 audit start?
10	I'll be referring to that particular collateral audit	10 A. I think around the same time.
11	where Leadenhall hired Saiph Consulting to perform the	11 Q. Were you aware that Leadenhall or someone on
12	collateral audit we were just talking about so just for	12 its behalf reached out to SuttonPark or 777 in June or
13	sake of clarity I just wanted to make sure that that was	13 July of 2023 regarding conducting audits of its
14	clear. Does that make sense?	14 collateral?
15	A. Yes.	15 MR. MCCARTHY: Objection to the form.
16	Q. Okay. And when did you find out that	16 A. I'll invoke the fifth, please.
17	Leadenhall had hired Mr. -- sorry. Had hired Saiph	17 BY MR. MORLAN, III:
18	Consulting to perform the collateral audit?	18 Q. Prior to Saiph Consulting's collateral audit,
19	A. I don't really recall.	19 were you assigned any particular role with respect to
20	Q. Was there anyone else that you recall	20 the collateral audit?
21	performing collateral audits during 2023 or 2024 besides	21 A. I was not involved in the diligence meeting.
22	Saiph Consulting?	22 Q. I'm sorry?
23	A. Yes.	23 A. I was not involved in the actual site visit.
24	Q. And who were those other entities?	24 Q. Okay. So, were you involved prior to the site
25	A. CBIZ.	25 visit?
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01	Q. Anyone else?	01 A. I was made aware of it, yes.
02	A. I don't recall.	02 Q. And who made you aware of it?
03	Q. Okay. And was CBIZ the firm that was actually	03 A. I don't recall if it was Leadenhall or Paul or
04	performing the collateral audit?	04 someone internally.
05	A. Yes.	05 Q. And were you aware that you had been
06	Q. And for the collateral audit that CBIZ	06 designated as someone who Paul could speak to regarding
07	performed, do you know on whose behalf that was	07 information about the collateral audit that Saiph was
08	performed for?	08 performing?
09	A. In terms of which 777 entity or?	09 MR. MCCARTHY: Objection to the form.
10	Q. No, no. Which creditor or --	10 A. I'll invoke the fifth, please.
11	A. Leadenhall.	11 BY MR. MORLAN, III:
12	Q. Who hired CBIZ in other words?	12 Q. Did you provide any information to Paul
13	A. Leadenhall.	13 Kosinski in connection with the collateral audit that
14	Q. Okay. And did that particular collateral	14 Saiph performed that we've been discussing?
15	audit relate to something other than structured	15 A. I don't recall providing anything to Paul, no.
16	settlement receivables?	16 Q. And do you recall Paul reaching out to you
17	MR. MCCARTHY: Objection to the form.	17 sometime in May or June seeking information related to
18	A. Yes.	18 the collateral audit that Saiph was performing?
19	BY MR. MORLAN, III:	19 A. I recall that he texted me, yes.
20	Q. What did the CBIZ collateral audit relate to?	20 Q. What did Mr. Kosinski text you?
21	A. The SML 4 facility.	21 A. I think he was asking if I was going to be in
22	Q. And what were the assets, just generally	22 the Boca office that day.
23	speaking, like categories involved in the SML 4	23 Q. And do you recall when he sent that text?
24	facility?	24 A. I think it was the day he was there.
25	A. Medical lien receivables.	25 Q. And did you respond to that text?

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01	A. I don't believe I did, no.	01 BY MR. MORLAN, III:
02	Q. Why not?	02 Q. Okay. Well, can you give me just like a
03	A. I think I was tied up in meetings and then	03 simple understanding of what you mean when you say
04	forgot to respond to him, but I wasn't going to be able	04 underwriting the structured settlements from the
05	to be in Boca that same day of.	05 originators?
06	Q. I'm sorry, I didn't hear the last part of your	06 A. I think he was -- you know, he was within --
07	answer.	07 he operated within the MP FIN database likely.
08	A. I'm sorry. It's my -- I was -- I was just	08 Q. Okay.
09	saying I was in meetings throughout the day and then I	09 A. So, what -- you know, the criteria for
10	wasn't going to be able to be in Boca physically that	10 originating new -- settlements or the servicing process.
11	day.	11 I didn't have much involvement with him, so I'm not
12	Q. Did you have any other communications with	12 entirely sure what he --
13	Mr. Kosinski around that time period?	13 Q. Okay. And I'm not as up on all the details on
14	A. I don't believe so, unless it was over e-	14 this as Leadenhall and they've got some other issues
15	mail, but I don't think we did.	15 that don't necessarily relate to my clients, but can you
16	Q. So, as you sit here today, do you recall	16 just tell me like a very brief description of what the
17	providing Mr. Kosinski with any information in	17 MP FIN database is?
18	connection with the audit that was being performed by	18 A. I'll invoke the fifth, please.
19	Saiph?	19 Q. Is the MP FIN database something that you use
20	A. I can't recall, but my recollection is I did.	20 during the course and scope of your duties at 777?
21	It was mainly the SuttonPark Servicing team	21 A. I'll invoke the fifth, please.
22	that was assisting him.	22 Q. What information is in the MP FIN database?
23	Q. Okay. And who would be on that SuttonPark	23 A. I'll invoke the fifth, please.
24	Servicing team?	24 Q. Do you know whether Saiph reviewed information
25	A. I think Percy Forde, Tanveer. It's tough to	25 in the MP FIN database as part of the collateral audit
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01	say, I forget who was there, who's since departed.	01 that Saiph Consulting was performing for Leadenhall?
02	Maybe Perlita. I don't know all these	02 A. I believe so, yes.
03	individuals' last names, but.	03 Q. And why would somebody performing a collateral
04	Q. That's okay. Anyone else besides Percy,	04 audit for Leadenhall be looking in the MP FIN database
05	Tanveer, and Perlita?	05 for information?
06	A. Aaron Gornstein (phonetic) maybe.	06 MR. McCARTHY: Objection to the form.
07	Q. Who?	07 A. I'll invoke the fifth, please.
08	A. Aaron Gornstein maybe.	08 BY MR. MORLAN, III:
09	Q. Aaron Gornstein. Okay. How about Karen	09 Q. Do you know whether 777 Partners kept -- made
10	Gordet (phonetic)?	10 backup copies of the MP FIN database information?
11	A. Yeah, she may have -- she probably did help.	11 A. I'll invoke the fifth, please.
12	Q. And who is Aaron Gornstein?	12 Q. Do you know as you sit here today whether or
13	A. I don't know what his title is or was, but he	13 not there are any problems anyone at 777 is having with
14	was part of the, I guess, underwriting originating team	14 using the MP FIN database on a day-to-day basis?
15	at SuttonPark.	15 A. I don't have any -- not to my understanding.
16	Q. So, just to get kind of a 50,000 foot	16 Q. And you're aware that the -- you know what a
17	understanding of what that means, is that, like -- when	17 complaint in a lawsuit is, right? The document that,
18	you say underwriting, would that mean like evaluating	18 sort of, gets things started and states the Plaintiff's
19	the structural settlement assets that came in from	19 claim? Does that sound familiar?
20	originators? Is that kind of what you mean or?	20 A. Um-hum. Yes, I'm sorry.
21	MR. McCARTHY: Objection to the form.	21 Q. Okay. And I'm not asking you specifically
22	A. I'm not entirely sure what his particular role	22 what you know about the allegations, but just whether or
23	entailed. I just knew he was someone that would assist	23 not you're aware that in the operative complaint in this
24	with that area of the business as well as, you know,	24 action, this lawsuit that we're here on today, there's
25	site visits such as this.	25 some allegations regarding Noah Davis making some

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01 unauthorized computer intrusions, as well as one	01 ever seek to illegally obtain information from 777 or
02 unauthorized physical intrusion at SuttonPark's offices.	02 SuttonPark's computer systems?
03 Were you aware of that?	03 A. Not to my knowledge, no.
04 A. Yes, I was.	04 Q. Are you aware of any allegations outside of
05 Q. And sitting here today, do you have any reason	05 this lawsuit that have ever been made against
06 to believe that Paul Kosinski was in any way responsible	06 Mr. Kosinski that would reflect negatively on his
07 for the intrusions that 777 has alleged against Noah	07 character or trustworthiness?
08 Davis?	08 A. Not to my knowledge.
09 MR. MCCARTHY: Objection to the form.	09 Q. Do you ever recall in your time at SuttonPark
10 A. I'm not sure. I wouldn't know.	10 or 777 Partners, anybody saying anything negative about
11 BY MR. MORLAN, III:	11 Mr. Kosinski?
12 Q. Okay. So, just to clarify, since we got an	12 A. I can't -- nothing comes to mind immediately.
13 objection. When I'm saying intrusions, I'm referring to	13 Q. Do you have any information about why 777
14 the allegations we just talked about in the complaint	14 Partners would object to Mr. Kosinski being involved in
15 wherein the plaintiffs alleged that Noah Davis made some	15 a collateral audit on behalf of Leadenhall?
16 unauthorized computer intrusions and an unauthorized	16 A. I'll invoke the fifth, please.
17 physical intrusion. Is that sufficiently clear? Do you	17 Q. Do you have any information as to why 777
18 understand what I'm saying?	18 Partners would have any objection to Saiph performing a
19 A. Yes.	19 collateral audit on behalf of Leadenhall?
20 MR. MCCARTHY: Objection to the form.	20 A. I'll invoke the fifth, please.
21 BY MR. MORLAN, III:	21 Q. Were you asked to collect and provide
22 Q. I couldn't hear over the objection. You say	22 documents to anyone in connection with this litigation?
23 yes?	23 A. What do you mean by that?
24 A. Yes.	24 Q. Did anyone ask you to look through your e-
25 Q. Okay. All right. So, with respect to the	25 mails or text messages or files for any documents or
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01 alleged computer intrusions, are you aware of any	01 communications or anything that would need to be
02 evidence or information that Paul Kosinski had anything	02 produced in this litigation?
03 to do with the alleged computer intrusions?	03 MR. SLOMAN: Sorry. Jeff Sloman here on
04 A. Not that I'm aware of.	04 behalf of Nick Bennett. Everything that
05 Q. And same question with respect to anyone else	05 Mr. Bennett had is on the company's servers and his
06 at Saiph, are you aware of any evidence or information	06 phone is also property of the company. So,
07 that anyone else at Saiph besides Mr. Kosinski had	07 everything that Mr. Bennett has has been -- has --
08 anything to do with the alleged computer intrusions?	08 is in the possession of 777 Partners.
09 A. Not to my knowledge, no.	09 BY MR. MORLAN, III:
10 Q. And with respect to the unauthorized physical	10 Q. Okay. So, just my question is still there.
11 intrusion at SuttonPark's offices, are you aware of any	11 I'm not suggesting you did anything wrong or
12 evidence or information that would suggest that	12 even that I've asked for it, but I'm just asking whether
13 Mr. Kosinski had anything to do with that physical	13 or not anybody asked you to look for or collect any
14 intrusion?	14 documents in connection with this litigation.
15 A. Not to my knowledge, no.	15 MR. SLOMAN: Again, let me answer that
16 Q. And with respect to that same unauthorized	16 question. I instructed Mr. Bennett, there was a
17 physical intrusion, are you aware of any evidence or	17 request and my response to, I forget whoever
18 information that anyone else from Saiph Consulting had	18 requested that of Mr. Bennett, was that everything
19 anything to do with that physical intrusion?	19 Mr. Bennett has, has been turned over to the
20 MR. MCCARTHY: Objection to the form.	20 company -- is in the possession of the company.
21 A. Not to my knowledge, no.	21 It's always been in possession of the company.
22 BY MR. MORLAN, III:	22 MR. MORLAN, III: Okay.
23 Q. Based on your knowledge and experience in	23 MR. SLOMAN: So, he did not --
24 working with Mr. Kosinski, as you described earlier, do	24 MR. MORLAN, III: So, other than --
25 you have any reason to believe that Mr. Kosinski would	25 MR. SLOMAN: So, I instruct -- so, to be

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01 clear, I instructed him not to conduct any further 02 searches pursuant to any request associated with 03 this litigation. It's all in the possession of the 04 company. 05 BY MR. MORLAN, III: 06 Q. Okay. So, other than any discussions you had 07 with your attorney, did anyone ask you to search for any 08 documents related to this litigation? 09 A. Not that I can recall. 10 Q. And the phone that was just mentioned, did you 11 turn that back into 777 permanently, or have they 12 returned it back to you? 13 MR. MCCARTHY: Objection to the form. 14 BY MR. MORLAN, III: 15 Q. You can answer. 16 A. Yeah. I have -- it's -- I have my phone. 17 Yeah. 18 Q. So, do you have your phone with you today? 19 A. Yes, I do. 20 Q. Okay. And that phone that you have with you 21 today, that's the phone that 777 provided you with for 22 business purposes. Is that correct? 23 A. It's my -- it's a personal phone. That's 24 my-- 25 Q. Does 777 pay the bills for --	01 cell phone to 777 in June 2024? 02 A. I'd like to invoke the fifth, please. 03 Q. So, is June 2024, that's the most recent time 04 that you provided your cell phone to 777 Partners. Is 05 that correct? 06 A. Yes. 07 Q. And when you provided your cell phone to 777 08 Partners in June of 2024, did they return it to you? 09 A. Yes. 10 Q. Had anything been modified on your phone when 11 it was returned to you? 12 A. Not to my knowledge. 13 Q. And did they return to you the same model 14 number, serial number, device, et cetera that you had 15 provided to them to your knowledge? 16 A. I never checked the serial number. But yes, 17 to my knowledge, it was the same phone. 18 Q. And did it appear to have all of the 19 information that was on it when you gave it to them? 20 A. Yes. 21 Q. And other than in June 2024, had 777 ever 22 requested you to provide them with your phone? 23 A. No. 24 Q. Has any information been deleted from your 25 phone since June 2024?
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01 A. Yeah. 02 Q. -- the phone that you have with you today? 03 A. They pay all employees a cell phone 04 reimbursement of each month. 05 Q. Other than the phone that you have with you 06 today, are there any other cell phones that 777 has 07 either paid for or provided for your use? 08 A. No. 09 Q. And did I understand correctly that you 10 provided your -- the phone that you have with you now 11 for some period of time that you provided that to 777 12 for purposes of this litigation? 13 MR. MCCARTHY: Objection to the form. 14 A. I don't know whether it was for purposes of 15 this litigation or something else. 16 BY MR. MORLAN, III: 17 Q. Have you provided your cell phone to 777 for 18 any purpose in the last month? 19 A. Not to my knowledge. 20 Q. When did you provide -- last provide your cell 21 phone to 777? 22 A. I think around June. 23 Q. So, when you say June, do you mean June 2024? 24 A. Yes. 25 Q. And what was the purpose of providing your	01 A. Not to my knowledge, no. 02 Q. Do you routinely delete your text messages? 03 A. I mean, it depends, I guess. 04 Q. Okay. What does it depend on? 05 A. Like spam text and things of that nature. 06 Q. Have you ever deleted any text messages from 07 your phone related to any of the work you've done for 08 777? 09 A. Not to my knowledge, no. 10 Q. And have you sent or received text messages 11 from your phone that pertain to work you've done for 777 12 Partners? 13 A. Yes. 14 Q. Have you ever communicated regarding the 15 subject matter of this litigation using the phone you 16 presently have in your possession? 17 MR. MCCARTHY: Objection to the form. 18 A. I'll take the fifth, please. 19 BY MR. MORLAN, III: 20 Q. How well do you know Noah Davis? 21 A. Not very well. 22 Q. Have you ever spoken with him before? 23 A. I have. 24 Q. What did you speak to Mr. Davis about? 25 A. IT issues or, you know, something to that

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01 effect over the years.	01 A. Yeah. Sorry.
02 Q. Do you remember an issue that came up in June	02 Q. Okay. And so, in that instance, the insurance
03 of 2024 that had something to do with needing	03 company would be the pay order, I think you just said,
04 information just in order to switch lockbox accounts?	04 correct?
05 Does that sound familiar?	05 A. Yeah.
06 A. With Noah?	06 Q. All right. And then, the payee, who would the
07 Q. With Noah or with anybody?	07 payee be for those checks or the payees would be for
08 A. Not with Noah, but I -- yeah. I recall there	08 those checks?
09 being a point in time when there's a change in	09 A. The -- I mean, in that scenario, it's really
10 lockboxes.	10 the SPV that owns the lockbox.
11 Q. And were you aware that initially B. Riley had	11 Q. So, in order for these lockbox accounts to
12 asked Paul Kosinski at Saiphi whether they could help	12 work right, the bank needs to know the names of the
13 find some data to assist with the -- with that lockbox	13 SPVs. Is that right?
14 transition issue?	14 MR. McCARTHY: Objection to the form.
15 MR. McCARTHY: Objection to the form.	15 A. Yes. Or the insurance company does.
16 A. I don't recall that happening, but --	16 MR. SLOMAN: Can we take a two-minute break
17 BY MR. MORLAN, III:	17 for the bathroom?
18 Q. Were you ever asked to help locate data in the	18 MR. MORLAN, III: Sure.
19 context of assisting with that lockbox transition issue?	19 MR. SLOMAN: Thanks.
20 A. I'm not sure.	20 THE VIDEOGRAPHER: We're going off the record.
21 Q. Well, if I represent to you that my	21 The time is 04:20 P.M.
22 understanding is that in order to switch bank accounts	22 (Thereupon, a short discussion was held off
23 for these -- for one or more lockbox accounts, B. Riley	23 record.)
24 was looking to get payee information, which apparently	24 (Deposition resumed.)
25 was necessary to open some new accounts. Does that	25 THE VIDEOGRAPHER: We are back on the record.
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01 refresh your recollection at all? Does that sound	01 The time is 04:30 P.M.
02 correct?	02 BY MR. MORLAN, III:
03 MR. McCARTHY: Objection to the form.	03 Q. Okay. Mr. Bennett, I think before we took a
04 A. I'm not quite sure, to be honest.	04 break, we were talking briefly about an issue with
05 BY MR. MORLAN, III:	05 lockboxes and payors and payees. Do you recall that?
06 Q. Well, do you remember ever providing around	06 A. Yes.
07 June of 2024, some information regarding payees or other	07 Q. Okay. Did you have a conversation about that
08 information to help facilitate that transition?	08 or any issues in this case with anybody while we're on
09 MR. McCARTHY: Objection to the form.	09 break?
10 A. I don't remember. When you say payee, you're	10 MR. SLOMAN: Objection, attorney-client
11 say -- referring to, like, an insurance company?	11 privilege. Instruct the Witness not to answer.
12 BY MR. MORLAN, III:	12 MR. MORLAN, III: Okay. Counsel, was that --
13 Q. Yes. I believe that would be the -- well,	13 are you representing that conversation was for
14 what's -- can you just give me, like, a brief overview	14 purposes of determining whether a privilege
15 of how these lockbox accounts work so I don't take too	15 applied?
16 much time asking these questions? Maybe we could short	16 MR. SLOMAN: Whatever we discussed is
17 circuit it that way.	17 privileged.
18 MR. McCARTHY: Objection to the form.	18 MR. MORLAN, III: Okay. While the deposition
19 A. I'm not the, you know, most seasoned servicing	19 of the witness is ongoing?
20 person over here. However, service settlement checks	20 MR. SLOMAN: Yes.
21 will be sent by insurance companies or the pay orders to	21 MR. MORLAN, III: Well, I'm not asking for the
22 lockboxes that are dedicated to certain SPVs.	22 substance of what was discussed, but was anything
23 BY MR. MORLAN, III:	23 discussed other than whether or not to invoke a
24 Q. Okay. And SPV there is a special purpose	24 privilege?
25 vehicle?	25 MR. SLOMAN: Was anything else discussed

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01	between my client and me?	01	MR. SLOMAN: There was not -- I'm not going to
02	MR. MORLAN, III: Yes.	02	answer any questions about our conversation other
03	MR. SLOMAN: That would be attorney-client	03	than I ask -- asking him whether he had to go to
04	privilege. So, anything about our conversation is	04	the bathroom.
05	privileged, and I will instruct him not to answer	05	MR. MORLAN, III: Okay. Well, is that the --
06	the question.	06	was that the sole content of your conversation?
07	MR. MORLAN, III: Okay. But I'm just asking	07	MR. SLOMAN: I'm not going to answer that
08	you to confirm with me if you can, whether or not	08	question. Our conversation is privileged. Our
09	the conversations that you're claiming privilege on	09	conversations at the break are privileged. He's
10	during a deposition of this Witness had anything to	10	not a party to this litigation. He's a witness.
11	do with anything besides whether or not to invoke a	11	And he and I are permitted to discuss whatever
12	privilege.	12	we want under the client -- under the umbrella of
13	MR. SLOMAN: Yes.	13	an attorney-client privilege before, during, or
14	MR. MORLAN, III: Okay. And are you	14	after this deposition.
15	instructing the Witness not to answer any questions	15	MR. MORLAN, III: Okay. Well, I disagree with
16	as to any conversations he had with you on break	16	you. That's not the rule that I'm familiar with.
17	from this deposition that did not involve whether	17	MR. SLOMAN: Okay.
18	or not to assert a privilege?	18	MR. MORLAN, III: Your position is noted and
19	MR. SLOMAN: Yes. I think that anything that	19	so is mine. And we may or may not need to pursue
20	we just -- let me just get my microphone. I think	20	it. But I don't think that it is proper for anyone
21	anything we discussed is privileged because it's in	21	to have a discussion with a witness in a
22	the context of my representation of him. And	22	deposition, party or not, for any purposes related
23	whether it involves something other than your	23	to their testimony other than to discuss whether or
24	questions is, you know, could be construed as being	24	not to invoke a privilege, whether that's
25	related to the question.	25	attorney-client privilege or privilege against
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01	So, it's hard to -- it's hard to answer your	01	self-incrimination.
02	question whether anything that is unrelated may in	02	So, that is my position. And to the extent
03	fact be tangentially related.	03	that you're instructing him not to answer questions
04	MR. MORLAN, III: I'm not sure I understand	04	about things that didn't involve that, I believe
05	what you just said. But I believe your position is	05	that's a violation of the rules. And so, I just
06	that whatever you and he talked about, regardless	06	wanted to give you an opportunity, if you would
07	of whether or not it relates to the invocation of a	07	like to correct that.
08	privilege is attorney-client privilege. And you're	08	MR. SLOMAN: No.
09	instructing him not to answer any further questions	09	MR. MORLAN, III: Okay.
10	about that. Is that correct?	10	MR. DONOVAN: Can I just say --
11	MR. SLOMAN: I'm instructing him not to answer	11	MR. MORLAN, III: So, --
12	any questions concerning our discussions while we	12	MR. DONOVAN: I do think -- Mr. Morlan, I just
13	were on break.	13	want to make one thing clear. I do believe his
14	MR. MORLAN, III: Okay. But my understanding	14	testimony is that he is employed currently by a
15	is that you represented earlier that those	15	party to the litigation.
16	discussions were not confined strictly to whether	16	MR. MORLAN, III: That's a good point too.
17	or not to assert a privilege.	17	Counsel, are you aware that Mr. Bennett was
18	MR. SLOMAN: That's right. I asked him	18	designated by the Court as a party witness
19	whether he had to go to the bathroom too. So, that	19	susceptible to deposition under 30(b)(1) notice?
20	was a conversation that we had as well.	20	MR. SLOMAN: Yes.
21	MR. MORLAN, III: Okay. Well, what -- were	21	MR. MORLAN, III: Okay. Does that change your
22	there -- was there any other aspect of -- any	22	position at all as to the discoverability of any
23	conversation pertaining to the subject matter of	23	conversations had during his deposition?
24	this deposition that didn't involve whether or not	24	MR. SLOMAN: No.
25	to assert a privilege?	25	MR. MORLAN, III: While his deposition is

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		Page 106			Page 108
01	pending?		01	confer about this?	
02	MR. SLOMAN: No.		02	MR. SLOMAN: We've conferred. He's not	
03	MR. MORLAN, III: And do you have any		03	answering any -- he's not answering your question	
04	authority for the proposition that such		04	about what we talked about during the break.	
05	conversations are privileged?		05	MR. MORLAN, III: Okay. And but you're	
06	MR. SLOMAN: Do I have any re -- any case law		06	unwilling to provide any authority or explanation	
07	to give you? No, I don't have any case law as I'm		07	other than you've provided, which is basically	
08	sitting here now.		08	assertion that, that is appropriate and privileged	
09	MR. MORLAN, III: Okay. Would you be willing		09	in the context of a party deponent during a	
10	to provide me with some after the deposition just		10	deposition that you can have conversations	
11	so that I can assess that? I've not heard anybody		11	regarding the testimony during a deposition.	
12	make that specific argument before. But I'd like		12	MR. SLOMAN: I don't -- I disagree with your	
13	to give you an opportunity to present me with any		13	assertion that he's a party deponent. He's not a	
14	authority in that regard so that I can look at it		14	party deponent. He's an employee of the --	
15	in good faith before we decide how to proceed.		15	MR. MORLAN, III: Okay.	
16	MR. SLOMAN: No.		16	MR. SLOMAN: -- company of --	
17	MR. MORLAN, III: No, you won't provide any?		17	MR. MORLAN, III: --	
18	MR. SLOMAN: No, I won't.		18	MR. SLOMAN: What's that?	
19	MR. MORLAN, III: Explanation or anything		19	MR. MORLAN, III: The Court ruled that he was.	
20	like?		20	MR. SLOMAN: I disagree. I don't know where	
21	MR. SLOMAN: No.		21	you're getting that he is a party deponent.	
22	MR. MORLAN, III: Okay.		22	MR. MORLAN, III: I'm getting it from the	
23	MR. SLOMAN: If you want to make it an issue,		23	order of Judge Matthewman --	
24	go ahead.		24	MR. SLOMAN: Okay.	
25	MR. MORLAN, III: Well, I'm only making it an		25	MR. MORLAN, III: -- who said that he was a	
		Page 107			Page 109
01	issue insofar as I don't believe that's		01	party deponent, and he was subject to being deposed	
02	appropriate. And I'm just asking you and giving		02	by notice and not subpoena.	
03	you an opportunity and conferring with you in good		03	MR. SLOMAN: Okay.	
04	faith as to the grounds for that and giving you an		04	MR. MORLAN, III: And that's why he's not been	
05	opportunity to do that.		05	subpoenaed to appear here today.	
06	And if you would like to avail yourself of		06	MR. SLOMAN: Okay.	
07	that, fine. If you don't want to, fine. But I		07	MR. MORLAN, III: Does that change your	
08	don't think it's really necessary to get aggressive		08	position in any way?	
09	and say, you know, if you'd like to make an issue		09	MR. SLOMAN: No.	
10	of it, go for it. But that's your call.		10	MR. McCARTHY: Stop wasting time on this and	
11	I'm just trying to confer in good faith to try		11	move forward with questions, or are you done?	
12	to resolve this issue without the unnecessary		12	MR. MORLAN, III: I'm not done, but I'm not	
13	intervention of the Court. But it sounds like		13	wasting time on this. I -- this is the first I've	
14	you're not very interested in conferring on this at		14	heard somebody make this particular argument. So,	
15	all. Is that correct?		15	I'm just trying to see if we can figure it out and	
16	MR. SLOMAN: I think my position is clear.		16	resolve it without having to go to the Judge on it.	
17	MR. MORLAN, III: Okay. Well, I take from		17	That's all.	
18	your position that you're not interested in any		18	BY MR. MORLAN, III:	
19	further conferrals as to this issue either now or		19	Q. Okay. So, Mr. Bennett, other than your	
20	following the deposition. Is that correct?		20	Attorney, did you have any discussions about this case	
21	MR. SLOMAN: My position is clear.		21	during the break?	
22	MR. MORLAN, III: I don't believe it is.		22	A. I did not. No.	
23	That's why I'm asking you.		23	Q. But you did have discussions with your	
24	MR. SLOMAN: Well, I disagree.		24	Attorney during the break regarding this case?	
25	MR. MORLAN, III: So, you are willing to		25	MR. McCARTHY: Object to form.	

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01	MR. SLOMAN: Objection, attorney-client 02 privilege. Anything that we discussed is 03 privileged. And the fact that he and I spoke is 04 privileged.	01	A. Could you repeat the question? 02 Q. Sure. 03 A. Sorry. 04 Q. I just want to make sure that I understand 05 because it sounds like it could be both ways. So, if 06 the -- if an SPV actually held title to the asset, in 07 other words, they were the owner of the asset, that's 08 one instance in which they would be the payee with 09 respect to the structured settlement payment made by the 10 insurance company. Is that right?
10	MR. SLOMAN: His conversations with me during 11 the break are privileged.	11	A. Yeah. That sounds right. Yeah.
12	MR. MORLAN, III: Okay. So, you're 13 instructing him not to answer that last question 14 I--	12	Q. Okay. And then the other scenario would be 13 where the SPV -- where the asset was pledged to the SPV. 14 And in that case, even if the SPV didn't hold title to 15 the asset, they would still be entitled to receive the 16 payment from the insurance company on the structured 17 settlement as the payee as well under that circumstance. 18 Is that correct?
15	MR. SLOMAN: That's correct.	19	A. I think -- Yeah, I think so.
16	MR. MORLAN, III: -- asked him.	20	Q. Okay. So, my understanding and tell me if 21 this refreshes your recollection at all. My 22 understanding is that a list of payees was necessary to 23 provide to a new bank for purposes of opening lockbox 24 accounts. Does that sound familiar at all to you?
17	MR. SLOMAN: That's correct.	25	MR. MCCARTHY: Objection to form.
18	BY MR. MORLAN, III:		
19	Q. Mr. Bennett, we were discussing previously 20 before we took a break an issue with respect to payors 21 and payees involving lockbox accounts. Do you recall 22 that?		
23	A. Yes.		
24	Q. I think that we said that the payees would be 25 the insurance company who were obligated to make		
01	payments on service -- pursuant to the service 02 structured settlements. Is that right?	01	A. It sounds somewhat familiar. Yeah.
03	MR. MCCARTHY: Objection to the form.	02	BY MR. MORLAN, III:
04	A. Payor, I believe, but yes.	03	Q. Okay. Part of the reason I asked is that 04 because my understanding, and I've seen some documents 05 to this effect was that B. Riley had asked Mr. Kosinski 06 and/or Saiph for assistance in helping to identify those 07 potential payees for that purpose. Does that sound 08 familiar to you at all?
05	BY MR. MORLAN, III:	09	MR. MCCARTHY: Objection to the form.
06	Q. And then -- that -- that's right. The 07 insurance company would be the payor, right?	10	A. I don't know that I had the context that they 11 -- that B. Riley was speaking to Paul about that, but I 12 guess the -- that project, if you will, was -- makes 13 sense to me.
08	A. Yeah.	14	BY MR. MORLAN, III:
09	Q. And then, the payee would be the special 10 purpose vehicles who had some sort of interest in the 11 collateral. Is that right?	15	Q. Okay. And were you asked to help find any 16 information for that project? In fairness to you, I saw 17 a document to that effect. And I just wanted to know if 18 you recall anything about that.
12	A. Yes.	19	A. A lockbox -- I mean, nothing comes to my 20 memory, but they, you know, they've asked me to help 21 with a variety of things in the past. So, it wouldn't 22 surprise me.
13	Q. Now, for purposes of determining who the 14 payees were on that, would the SPV actually have to hold 15 title to the asset, or would it merely have to be 16 pledged to them? How does that work?	23	Q. So, would you know how to get a list of payees 24 if you needed to find that information?
17	A. I'm not entirely positive. It's probably 18 varied on a case-by-case basis. But yeah, generally, 19 they're -- the SPV, whatever right to whatever 20 collections are being received for certain assets, 21 pledged to that facility.	25	A. I wouldn't, but I would know individuals at
22	Q. Okay. So, even if the SPV didn't directly 23 hold title to the asset, if the asset was pledged to the 24 SPV, the SPV would have a right to receive the payment 25 as the payee. Is that your understanding?		

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<p>01 SuttonPark or more involved in the process who I could 02 get the information from.</p> <p>03 Q. Okay. Who would you -- who are -- who would 04 those individuals be?</p> <p>05 A. Tani Vierre (phonetic), Alex Adnani. That's 06 -- I mean, today or --</p> <p>07 Q. At the time with your involvement.</p> <p>08 A. Okay. Tani Vierre, Alex, maybe Percy.</p> <p>09 Q. But that's not data that you'd be able to get 10 by yourself without any assistance from somebody else?</p> <p>11 MR. McCARTHY: Objection to the form.</p> <p>12 A. It depends on how detailed the request is. 13 But if you're asking about something that you 14 would need to pull from MP FIN, yes, I would have to 15 reach out to someone because I don't use MP FIN.</p> <p>16 BY MR. MORLAN, III:</p> <p>17 Q. Okay. So, is that information that would be, 18 typically, you would expect to be in MP FIN?</p> <p>19 A. I would think so. Yes.</p> <p>20 Q. Okay. Is that information available anywhere 21 else besides MP FIN?</p> <p>22 A. I'm not entirely sure.</p> <p>23 Q. Well, if you were looking for that information 24 anywhere besides MP FIN, where would you look?</p> <p>25 A. I guess I don't -- I just don't have enough</p>	<p>01 A. Yes.</p> <p>02 BY MR. MORLAN, III:</p> <p>03 Q. Okay. With whom have you had such 04 discussions?</p> <p>05 A. Personnel within the company, I guess, on the 06 legal team. It's been limited interaction, discussion 07 on it.</p> <p>08 Q. Can you give me the names of those personnel?</p> <p>09 A. Well, I -- you know, the company, since the 10 notice for my deposition was provided to them, 11 obviously, presented it to me and gave a background on 12 what's going on with the case. So, that's how I -- 13 maybe Chris O'Reilly is the general Counsel.</p> <p>14 Q. And when did Chris O'Reilly present you with 15 the deposition notice?</p> <p>16 A. I don't recall the exact date, but a few weeks 17 ago, I guess.</p> <p>18 Q. Two weeks ago or a few weeks ago?</p> <p>19 A. I said a few. I'm not entirely sure when it 20 was.</p> <p>21 Q. Was it in February?</p> <p>22 A. I think, like the beginning of March, maybe.</p> <p>23 Q. And what did Mr. O'Reilly tell you about your 24 deposition?</p> <p>25 MR. McCARTHY: Object, on the grounds of</p>
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<p>01 detail on. Is it -- was it certain payors or certain 02 lockboxes, or --</p> <p>03 Q. Well, let me ask you this. If you needed to 04 know that information prior to when Noah Davis left 777, 05 do you think he would be somebody who would be able to 06 pull that information for you?</p> <p>07 A. Noah Davis. I mean, I'm sure he could, but 08 I'm not -- yeah, I guess.</p> <p>09 Q. And you mentioned Alex Adnani would also 10 potentially be able to provide that information. Is 11 that right?</p> <p>12 A. Yeah.</p> <p>13 Q. Did Mr. Adnani report to you?</p> <p>14 A. I'll take the fifth, please.</p> <p>15 Q. I think you said earlier that you're not sure 16 who you report to now. Is that right?</p> <p>17 A. That's right.</p> <p>18 Q. Prior to the resignation of Steve Pasko and 19 Josh Wander in May 2024, who did you report to?</p> <p>20 A. I'll take the fifth, please.</p> <p>21 Q. Besides your Attorney present with you today 22 in this deposition, have you had any discussions with 23 any other people regarding the subject matter of this 24 current lawsuit?</p> <p>25 MR. McCARTHY: Objection to the form.</p>	<p>01 communication between him and Mr. O'Reilly are 02 privileged. I direct him not to answer.</p> <p>03 BY MR. MORLAN, III:</p> <p>04 Q. Did you consider Chris O'Reilly in the 05 conversation that was just referenced to be your 06 Attorney?</p> <p>07 MR. McCARTHY: Objection to the form.</p> <p>08 A. Did I interpret Chris to be my attorney? No, 09 I did not.</p> <p>10 BY MR. MORLAN, III:</p> <p>11 Q. And a moment ago, Mr. McCarthy, who represents 12 the Plaintiffs in this action, directed you not to 13 answer my question. Did you, in fact, decline to answer 14 my question due to Mr. McCarthy's instructions?</p> <p>15 MR. SLOMAN: Mr. McCarthy instructed 16 Mr. Bennett not to answer a question. I don't 17 think that's correct.</p> <p>18 MR. McCARTHY: Yes, I did because Mr. O'Reilly 19 is Counsel for the Plaintiffs.</p> <p>20 MR. SLOMAN: Oh, okay. I'm sorry.</p> <p>21 MR. McCARTHY: And Mr. Bennett works for the 22 Plaintiffs and had a communication with his 23 employer's lawyers, which is confidential and 24 privileged. I'm directing him -- as the company's 25 lawyer here today, I'm directing him not to answer</p>

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<p>01 the question on the grounds of privilege.</p> <p>02 MR. MORLAN, III: And I'm just confirming that</p> <p>03 Mr. Bennett is declining to answer that question</p> <p>04 based on your instructions. That was my question</p> <p>05 for Mr. Bennett.</p> <p>06 BY MR. MORLAN, III:</p> <p>07 Q. Is that correct, Mr. Bennett?</p> <p>08 A. Yes, I am.</p> <p>09 Q. Okay. And so, other than Chris O'Reilly, have</p> <p>10 you spoken with anyone else besides Chris O'Reilly and</p> <p>11 your personal attorney regarding the subject matter of</p> <p>12 this litigation?</p> <p>13 A. I'm sure there's other individuals. I haven't</p> <p>14 paid a ton of attention to this case until recently.</p> <p>15 So, I'm not entirely sure who else I may have discussed</p> <p>16 this.</p> <p>17 Q. Well, do you recall discussing this case at</p> <p>18 all in or around September 2024 when the alleged break</p> <p>19 in at SuttonPark's office has happened?</p> <p>20 A. Yeah. I think I said earlier there were a</p> <p>21 handful of people that mentioned it to me in the office.</p> <p>22 I don't know exactly who or -- it was discussed at the</p> <p>23 -- it was in the news. So, it was brought up.</p> <p>24 Q. Have you ever had any written communications</p> <p>25 regarding the subject matter of this current action</p>	<p>01 Q. Do you recall whether Josh Wander was on that</p> <p>02 e-mail exchange?</p> <p>03 A. I don't remember, but I'm not surprised, I</p> <p>04 guess.</p> <p>05 Q. And would you be surprised if Mr. Wander had</p> <p>06 forwarded that communication to others at 777?</p> <p>07 A. No, I would not be surprised.</p> <p>08 Q. And would you be surprised if Mr. Pasko had</p> <p>09 forwarded that article to other -- 777 or SuttonPark</p> <p>10 employees?</p> <p>11 A. I would not.</p> <p>12 Q. Okay. And would you be surprised if Mr. Pasko</p> <p>13 or Mr. Wander had forwarded that article to other people</p> <p>14 who were not employees of 777 or SuttonPark?</p> <p>15 A. No, I would not. There's a lot of former</p> <p>16 employees.</p> <p>17 Q. Do you have any information or evidence</p> <p>18 regarding whether any files were actually obtained</p> <p>19 during the computer intrusions alleged in this action?</p> <p>20 MR. MCCARTHY: Objection to the form.</p> <p>21 A. Do I have any evidence? I personally do not</p> <p>22 have any evidence, but, yeah. I don't have evidence,</p> <p>23 but I've been told or have read things online into the</p> <p>24 filing that would imply.</p> <p>25 BY MR. MORLAN, III:</p>
<p>01 Page 119</p> <p>01 besides with Mr. O'Reilly and your Counsel present with</p> <p>02 you today?</p> <p>03 A. I'm sure it's been mentioned, yes.</p> <p>04 Q. Okay. Can you give me more details?</p> <p>05 A. I mentioned earlier that the article was sent</p> <p>06 around numerous times. So, again, I don't remember all</p> <p>07 of these discussions, but I'm sure it's been mentioned.</p> <p>08 Q. Okay. And when you say the article was sent</p> <p>09 around, which article are you referring to?</p> <p>10 A. I don't recall exactly, but there was some</p> <p>11 form of a news headline in addition to, you know, the</p> <p>12 lawsuit filing.</p> <p>13 Q. And did the article that you saw contain</p> <p>14 quotes from the lawsuit filing?</p> <p>15 A. I don't remember.</p> <p>16 Q. Who was sending around this article that</p> <p>17 you're talking about?</p> <p>18 A. I don't recall exactly who, but --</p> <p>19 Q. Were any of the management level at 777</p> <p>20 employees on that e-mail exchange that you're referring</p> <p>21 to?</p> <p>22 A. Perhaps.</p> <p>23 Q. Do you recall which management level employees</p> <p>24 were on that e-mail exchange?</p> <p>25 A. I do not.</p>	<p>01 Page 121</p> <p>01 Q. Well, what were you told in terms of any</p> <p>02 actual documents that were obtained during the alleged</p> <p>03 computer intrusions?</p> <p>04 A. I think it was -- you know, I don't know what</p> <p>05 exact information was stolen or taken or alleged to have</p> <p>06 been stolen, but it had to do with accessing MP FIN is</p> <p>07 what I was told.</p> <p>08 Q. Who told you that it had to do with MP FIN?</p> <p>09 A. I don't remember.</p> <p>10 Q. Okay. Well, if you wanted to remember, how</p> <p>11 would you go about recalling that?</p> <p>12 MR. MCCARTHY: Objection to the form.</p> <p>13 A. I'm not really sure. Isn't it in -- mentioned</p> <p>14 in this file of this lawsuit? I don't know, to be</p> <p>15 honest with you, but --</p> <p>16 BY MR. MORLAN, III:</p> <p>17 Q. Okay. But in fairness to you, so as you sit</p> <p>18 here today, you're not aware of any specific evidence as</p> <p>19 to any specific files that were obtained during any of</p> <p>20 the alleged intrusions. Is that right?</p> <p>21 A. That's right. Yeah. I don't know how I could</p> <p>22 have evidence of that, and I don't think I do.</p> <p>23 So, I guess a lot of it is just hearsay. And</p> <p>24 I don't know how to remember who told me certain things</p> <p>25 about the break-in.</p>

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01 Q. Sure. And by the way, I don't mean to suggest 02 that you've done anything wrong or you should have that 03 evidence. I just need to confirm --	01 Q. I'm sorry, I may have cut out. That's in 02 Miami, correct?
04 A. Yeah.	03 A. Oh, yeah, sorry. Yes.
05 Q. -- what evidence is waived or find out, you 06 know, any information about such evidence --	04 Q. Okay. And is Mr. Taheri, does he normally 05 work out of the Miami office?
07 A. Understood.	06 A. He hasn't been working out of the Miami 07 office, so, no. I think he was normally in the Boca 08 office.
08 Q. -- existing. So, just to clarify.	09 Q. At the time that Mr. Taheri brought up the 10 subject matter of this litigation when he was at the 11 Miami office at 600 Brickell, do you know why Mr. Taheri 12 was in the Miami office that day as opposed to the Boca 13 office?
09 A. Understood.	14 MR. MCCARTHY: Objection to the form.
10 Q. Are you aware of any modifications to MP FIN 11 in terms of the item history, or anything like that, any 12 changes to the MP FIN system that occurred in the last 13 three or four years?	15 A. I think it was because they were moving 16 offices and there was a large moving process. So, I 17 think there were a lot of people from other offices in 18 600 Brickell.
14 MR. MCCARTHY: Object to the form.	19 BY MR. MORLAN, III:
15 A. I'll -- oops. I'll invoke the fifth please.	20 Q. Was it the 600 Brickell office that was moving 21 or was it the other offices that were moving?
16 BY MR. MORLAN, III:	22 A. It was 600, but there's obviously been a lot 23 of offices that have either been shut down or moved.
17 Q. Are you aware of any changes to the MP FIN 18 system that were made as we relate to the pledging of 19 collateral during the 2021 to May 2024 timeframe?	24 Q. So, is it fair to say that there have been a 25 lot of layoffs at 777 Partners and SuttonPark Capital in
20 MR. MCCARTHY: Object to the form.	
21 A. I'll invoke the fifth, please.	
22 BY MR. MORLAN, III:	
23 Q. Are you aware of any modifications that were 24 made to the MP FIN system between May and October of 25 2024?	
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01 A. I'll invoke the fifth, please.	01 the past year or so?
02 Q. Were you ever in a -- any meetings where 03 whether or not this lawsuit should be filed was a topic 04 of discussion?	02 MR. MCCARTHY: Objection to the form.
05 A. I'll invoke the fifth, please.	03 A. Yeah, I think that's fair to say.
06 Q. Do you know who Eric Mazer is?	04 BY MR. MORLAN, III:
07 A. No, I don't.	05 Q. And do you know ballpark when those layoffs 06 started?
08 Q. Do you know who Shawn Taheri is?	07 A. I don't know. I don't know, maybe a year- 08 and-a-half ago.
09 A. Yes.	09 Q. So, some time around October of 2023. Is that 10 right?
10 Q. Okay. Have you ever spoken with Shawn Taheri 11 about the subject matter of this case?	11 A. I guess so, yeah.
12 A. I don't recall.	12 Q. Were you ever concerned that those layoffs 13 might include you?
13 Q. Okay. Do you recall whether Mr. Taheri ever 14 reached out to you as part of his investigation 15 regarding the suspected intrusions that are the subject 16 matter of this lawsuit?	14 A. Not really.
17 MR. MCCARTHY: Objection to the form.	15 Q. Why weren't you concerned that the layoffs 16 wouldn't include you?
18 A. I believe he mentioned something to me a while 19 back, but I don't remember what that would've entailed.	17 A. I just -- you know, I didn't think that it was 18 something to really worry about at the time.
20 BY MR. MORLAN, III:	19 Q. But I guess -- what I'm trying to understand 20 is, with all of these layoffs going on, why weren't you 21 worried that they might include you?
21 Q. Where were you, do you think when Mr. Taheri 22 mentioned that to you?	22 A. I think generally you'd have a pretty decent 23 idea when it feels as though you're going to get fired.
23 A. I think at the 600 Brickell office.	24 I don't know, it just didn't cross my mind and 25 I actually left the company at some point around then
24 Q. And that's in Miami?	
25 A. Yes.	

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01 anyway, temporarily.	01 to the company?
02 Q. Okay. Why did you leave the company around	02 A. I'll invoke the fifth, please.
03 that time temporarily?	03 Q. Did the company -- given that there were lots
04 A. I'll take the fifth, please.	04 of layoffs and things going on, did the company pay you
05 Q. Okay. The time period that we're talking	05 any kind of retention bonus to stick around?
06 about is around October of 2023 that you left the	06 MR. McCARTHY: Objection to the form.
07 company. Is that right?	07 A. I'll invoke the fifth, please.
08 A. It was some time before that, a few months	08 BY MR. MORLAN, III:
09 before that.	09 Q. Did the company increase your compensation in
10 Q. And when did you come back to the company	10 order to induce you to come back to the company?
11 after you left?	11 A. I'll invoke the fifth, please.
12 A. I think it was somewhere between July or	12 Q. Okay. And did anyone from 777 communicate
13 August.	13 with you directly in an attempt to induce you to return
14 Q. And when you say July or August, that would be	14 to 777?
15 July or August of 2023?	15 MR. McCARTHY: Object to the form.
16 A. Yes.	16 A. I'll invoke the fifth, please.
17 Q. That was when you returned to the company?	17 BY MR. MORLAN, III:
18 A. Um-hum.	18 Q. And did you speak with, Josh Wander, regarding
19 Q. Yes?	19 returning to the company?
20 A. Yes.	20 A. I'll invoke the fifth, please.
21 Q. And why did you return to the company in July	21 Q. Did you speak with Mr. Pasko regarding
22 or August of 2023?	22 returning to the company?
23 A. I'll invoke the fifth.	23 A. I'll invoke the fifth, please.
24 Q. And if you wanted to determine the date that	24 MR. McCARTHY: Object to form.
25 you actually officially returned to the company with	25 BY MR. MORLAN, III:
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01 more precision, how would you go about doing that?	01 Q. Did you speak with Mr. Love regarding
02 A. I guess the date I signed a new employment	02 returning to the company?
03 agreement.	03 A. I'll invoke the fifth, please.
04 Q. And prior to signing this new employment	04 Q. What was the reason that you ultimately
05 agreement that you just described, had you ever signed	05 decided to return to the company?
06 an employment agreement before with respect to your	06 A. I'll invoke the fifth, please.
07 employment at 777 or SuttonPark?	07 Q. Does the company have a policy or practice of
08 A. Yes.	08 providing counsel, legal counsel to -- for its employees
09 Q. And do you recall whether there was any	09 with respect to legal proceedings or testimony arising
10 difference between the prior employment agreement that	10 out of their duties for the company?
11 you signed in connection with your employment at 777 or	11 MR. McCARTHY: Object to the form.
12 SuttonPark and the agreement that you signed when you	12 A. I'll invoke the fifth, please.
13 came back?	13 BY MR. MORLAN, III:
14 A. In terms of -- in terms of what exactly?	14 Q. Are you aware of anyone besides you for whom
15 Q. Just anything that you recall as part of the	15 the company has provided legal counsel, or any legal
16 terms of the employment agreement.	16 proceedings, or testimony regarding events or knowledge
17 A. I'll invoke the fifth, please.	17 arising out of their duties for the company?
18 Q. Do you typically read documents before you	18 MR. McCARTHY: Objection to the form.
19 signed them?	19 A. I'll invoke the fifth, please.
20 A. I'll invoke the fifth, please.	20 BY MR. MORLAN, III:
21 Q. Did you read the new employment agreement	21 Q. What was the primary reason that the company
22 before you signed it?	22 brought you back in June or July of 2023?
23 A. I'll invoke the fifth, please.	23 A. Take the fifth, please.
24 Q. Was your compensation before you left the	24 MR. McCARTHY: Form.
25 company the same as your compensation when you returned	25 BY MR. MORLAN, III:

**777 Partners LLC & Suttonpark Capital vs Leadenhall Capital
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Page 130		Page 132	
01	Q. Do you know the reason the company brought you	01	Q. Mr. Bennett, when you signed the new
02	back in June or July of 2024?	02	employment agreement that we talked about a little while
03	A. I'll invoke the fifth, please.	03	ago when you returned to the company, was that agreement
04	MR. DONOVAN: Mr. Morlan, I just want to -- I	04	e-mailed to you?
05	just want to make sure, I think you mean 2023 and	05	A. Invoke the fifth.
06	so you said June 2024, I think. So, I don't know	06	Q. And who presented you with that new employment
07	if you want to ask that question, again.	07	agreement?
08	BY MR. MORLAN, III:	08	A. Invoke the fifth, please.
09	Q. Okay. Yeah, I -- were you aware of the	09	Q. And since signing that new employment
10	reason the company brought you back in June or July of	10	agreement, has your compensation changed any further
11	2023?	11	beyond the terms of what's in that new employment
12	A. I'll invoke the fifth, please.	12	agreement?
13	Q. And did your coming back to the company in	13	A. Invoke the fifth, please.
14	June or July of 2023 have anything to do with the audit	14	Q. Have you ever been paid any consideration
15	that Leadenhall requested?	15	related to any work you've done for 777 other than in a
16	MR. MCCARTHY: Objection to the form.	16	company issued paycheck?
17	A. I'll invoke the fifth.	17	MR. MCCARTHY: Objection to the form.
18	BY MR. MARLON, III:	18	A. Invoke the fifth, please.
19	Q. And I'm going to kind of re-ask the question	19	BY MR. MORLAN, III:
20	just to be clear, because Mr. McCarthy objected. Did	20	Q. Did you understand the question?
21	your return to the company in June or July of 2023 have	21	A. Sort of, yeah.
22	anything to do with Leadenhall's request to the company	22	Q. Okay. Have you ever received -- let me -- I
23	to have perform an audit of Leadenhall's	23	just want to make sure that I -- I've asked it clearly
24	collateral?	24	because there was an objection.
25	A. I'll invoke the fifth.	25	Have you ever received any form of
Page 131		Page 133	
01	Q. When you returned to the company, did 777	01	compensation for anything related to anything that
02	assign you any duties related to the collateral audit	02	relates to your employment with the company other than
03	that Saiph was performing for Leadenhall?	03	in a formal pre-printed paycheck from SuttonPark or 777
04	MR. MCCARTHY: Objection to the form.	04	Partners, or an affiliate company?
05	A. I'll invoke the fifth, please.	05	A. No, I have not.
06	BY MR. MARLON, III:	06	MR. MCCARTHY: Objection to the form.
07	Q. When was the last time that you facilitated	07	BY MR. MARLON, III:
08	any information being provided to Leadenhall by the	08	Q. I'm sorry. Did you say no or did you say yes.
09	company?	09	A. I said, "No, I have not."
10	A. I'll invoke the fifth, please.	10	Q. Okay. And would you agree or disagree with
11	Q. Has your compensation changed at all since	11	the statement that you were brought back to the company
12	your return to the company in June or July of 2023?	12	in June or July of 2023 because Josh Wander thought you
13	A. I'll invoke the fifth.	13	knew too much information?
14	MR. MORLAN, III: Okay. Let's take a quick	14	MR. MCCARTHY: Objection to the form. Sorry, I
15	break. I'm going to look at my notes, but I think	15	thought we were done.
16	I'm basically done, or I just have a couple minor	16	BY MR. MARLON, III:
17	things.	17	Q. Let me just start over. What would your
18	THE COURT REPORTER: This ends Media 2, we're	18	response be to the statement that you were brought back
19	going off the record. The time is 05:26 P.M.	19	to the company because Josh Wander thought you knew too
20	(Thereupon, a short discussion was held off	20	much?
21	record.)	21	MR. MCCARTHY: Objection to the form.
22	(Deposition resumed.)	22	A. I'll invoke the fifth, please.
23	THE COURT REPORTER: This begins Media 3,	23	BY MR. MARLON, III:
24	we're back on the record. The time is 05:32 P.M.	24	Q. Would you dispute in any way the assertion
25	BY MR. MORLAN, III:	25	that one of the reasons that you were brought back to

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Page 134	Page 136
01 the company in June or July of 2023 related to your 02 knowledge of the company's operations between 2021, and 03 your brief departure in 2023? 04 A. I'll invoke the fifth, please. 05 Q. And I just want to clarify another one of 06 these, sort of, do you have any evidence to suggest that 07 you should or should not or anything, just checking off 08 my boxes here. 09 I believe, you testified earlier that you were 10 not aware of any problems with respect to the integrity, 11 usability, or reliability, currently as it pertains to 12 the MP FIN system. Is that correct? 13 A. Yeah. Again, as far as I know, I haven't 14 heard of any issues. 15 Q. Do you know why the company would allege in 16 its complaint that one or more of the intrusions alleged 17 against Mr. Davis resulted in the impairment of the 18 integrity, reliability, and usability of the MP FIN 19 system? 20 MR. MCCARTHY: Object to form. 21 A. I'm not really sure what that would involve. 22 So, I'm not sure. 23 BY MR. MARLON, III: 24 Q. Okay. Are you aware of any evidence at any 25 time of 777, having any problems with the integrity,	01 the MP FIN system? 02 A. I'll invoke the fifth, please. 03 Q. Did you communicate via text message with 04 anybody at 777 or SuttonPark in connection with your 05 return that we were discussing earlier in June or July 06 of 2023? 07 MR. MCCARTHY: Object to form. 08 A. I'll invoke the fifth, please. 09 BY MR. MARLON, III: 10 Q. Have you ever communicated via text message 11 with Noah Davis? 12 A. Not to my knowledge, no. 13 Q. Have you ever communicated with Noah Davis 14 over Microsoft Teams? 15 A. I believe so, yes. 16 Q. Would that be just like a live discussion or 17 would that also include, like teams chat messages back 18 and forth? 19 A. I think it was just a, you know, brief teams 20 message exchange. 21 Q. And when did that message exchange with 22 Mr. Davis take place? 23 A. Years ago. 24 Q. Can you give me a rough ballpark as to how 25 many years ago?
Page 135	Page 137
01 reliability, or usability of the MP FIN system? 02 MR. MCCARTHY: Objection to the form. 03 A. I'll invoke the fifth, please. 04 BY MR. MARLON, III: 05 Q. Are you aware of any reason to think that 06 there might be any issues with respect to the integrity 07 of the MP FIN system, based on events that occurred 08 prior to May of 2024? 09 MR. MCCARTHY: Objection to the form. 10 A. I'll invoke the fifth, please. 11 BY MR. MARLON, III: 12 Q. Are you aware of any factual information or 13 evidence that there were any problems with the integrity 14 of the data contained within MP FIN from the -- at any 15 time between the beginning of 2021 and the end of 2023? 16 A. I'll invoke the fifth, please. 17 Q. Have you ever communicated via e-mail with 18 anybody regarding any modifications to the data within 19 MP FIN? 20 MR. MCCARTHY: Objection to the form. 21 A. I'll invoke the fifth, please. 22 BY MR. MARLON, III: 23 Q. Have you ever communicated with anybody in any 24 form with respect to any issues relating to the 25 integrity, usability, or reliability as it pertains to	01 A. Three years ago, perhaps. 02 Q. And was it just relating to IT problems that 03 you were having? 04 A. I think it was about an employee turning in 05 their laptop because they had resigned, or taken any job 06 somewhere. 07 Q. Were you the employee or was it about a 08 different employee? 09 A. It was a different employee. 10 Q. Do you know what employee it was? 11 A. I'm drawing a blank on the name. I'm not 12 sure. 13 Q. Well, do you recall why you and Mr. Davis 14 would be communicating about the return of another 15 employee's laptop? 16 A. It was -- I just -- I think he was asking me 17 to pick up the laptop, or get it from someone whose last 18 day was that day and he wasn't in the office or 19 something to that effect. 20 Q. Was the person whose last day it was somebody 21 who reported to you? 22 A. I think so, yeah. If -- it may have been one 23 of the analysts that was on our team. 24 Q. Did you ever communicate with Steve Pasko 25 using the Microsoft Teams chat function?

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		Page 138	Page 140
01	A. I'm not sure.		
02	Q. Okay. Did you ever communicate with Josh		
03	Wander using the Microsoft Teams chat feature?		
04	A. I'll invoke the fifth.		
05	Q. Have you ever communicated with Mr. Wander		
06	electronically other than via e-mail, Microsoft Teams?		
07	A. I'll invoke the fifth.		
08	Q. Have you ever communicated with Mr. Wander		
09	using WhatsApp?		
10	A. I'll invoke the fifth.		
11	Q. Have you ever communicated with Mr. Wander		
12	regarding any information related to this lawsuit, using		
13	any means besides e-mail or teams messages?		
14	A. I'll invoke the fifth.		
15	Q. Have you communicated with anybody in the past		
16	two years using WhatsApp?		
17	A. I'll invoke the fifth.		
18	Q. Do you have any communication apps on your		
19	cell phone other than WhatsApp and the standard text		
20	messaging and e-mail preloaded applications?		
21	A. Communication apps, I mean, not to my		
22	knowledge, no.		
23	Q. Are you familiar with any communications apps		
24	where the messages disappear after a certain time?		
25	A. I've heard of them, yes.		
		Page 139	Page 141
01	Q. Have you ever used one of them?		
02	A. I'm not sure.		
03	Q. Who -- have you used one of them within the		
04	past three years?		
05	A. Not to my knowledge.		
06	MR. MCCARTHY: Objection to form.		
07	BY MR. MORLAN, III:		
08	Q. I'm sorry? I didn't hear you.		
09	A. I said, not to my knowledge. I don't --		
10	Q. Okay.		
11	A. -- haven't used a disappearing communication		
12	app.		
13	Q. What type of phone do you have with you today?		
14	A. An iPhone.		
15	Q. What model iPhone is it?		
16	A. I'm not positive with the --		
17	Q. Okay. Do you know how to check that in the		
18	general settings?		
19	A. I think so.		
20	Q. Okay. Could you do that for us real quick and		
21	let us know.		
22	MR. MCCARTHY: 05:47, does this have any		
23	relevance to this case?		
24	MR. MORLAN, III: Yes, it does. I think I'm		
25	going to be wrapping it up here shortly after this.		

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Page 142		Page 144	
01	Q. Okay. And does it say what model of iPhone	01	MR. MCCARTHY: And I'm not agreeing to go off
02	that you have there?	02	the record.
03	A. iPhone 13.	03	MR. MORLAN, III: Let me know when it powers
04	Q. And how long have you used this particular	04	up.
05	iPhone? Do you recall?	05	THE WITNESS: Okay.
06	A. I'm not entirely sure, but, you know, I guess	06	BY MR. MORLAN, III:
07	within two years.	07	Q. Okay. Mr. Bennett, just real quick. The
08	Q. And are you on the about tab under general?	08	serial number that comes up on the about page, what's
09	A. I'm not -- one second. Yeah.	09	that serial number?
10	Q. Okay. And what's the --	10	A. I invoke the fifth.
11	A. My phone just died --	11	Q. How about just the name at the top where it
12	Q. -- the name that's listed next to name.	12	says, "Name", what's the name there?
13	What's that?	13	A. Nicolas, Nicolas' iPhone.
14	A. My phone literally just died. I'm trying	14	Q. N-O-C -- N-I-C-O-L-A-S' iPhone?
15	to--	15	A. Yeah.
16	Q. We'll try it again --	16	Q. And if you scroll down to the eSim, there's an
17	A. See if you can turn it on. I swear to God.	17	IMEI number.
18	MR. DONOVAN: No, I believe you.	18	A. I invoke the fifth.
19	THE WITNESS: Thank you.	19	Q. Can you tell me what that number is?
20	MR. MORLAN, III: Can we take a quick break	20	A. I invoke the fifth.
21	and just somebody give him a charger, please?	21	Q. Okay. Can you tell me what the network is
22	THE WITNESS: Thank you, Counsel --	22	under the eSim at the bottom?
23	MR. MORLAN, III: -- so we can wrap this up.	23	A. I invoke the fifth.
24	MR. MCCARTHY: I'm not agreeing to take a	24	Q. Can you tell me what the model number is above
25	break to give him a charger.	25	the serial number at the top?
Page 143		Page 145	
01	MR. MORLAN, III: Okay. Well just, can you	01	A. I invoke the fifth.
02	reach across to that charger?	02	Q. Can you tell me what iOS version is reflected
03	THE WITNESS: I don't think it -- that one	03	at the top?
04	doesn't work. Yeah. This is for --	04	A. I invoke the fifth.
05	THE COURT REPORTER: I don't have that --	05	Q. Do you have any information or evidence
06	THE VIDEOGRAPHER: I don't have that one.	06	regarding the potential physical items that Mr. Davis
07	I've used the same --	07	was alleged to have taken during the physical intrusion
08	MR. DONOVAN: I don't have that one. It's	08	regarding the -- as alleged in the complaint in this
09	time for a new phone.	09	action?
10	MR. MORLAN, III: Yeah, me too. Okay. Well,	10	A. Do I have any evidence?
11	I'm going to request that we take a break and	11	Q. Again, just any -- are you aware of any
12	somebody get him a charger so I can just finish	12	evidence or --
13	this part and then, I'm done.	13	A. Not to my knowledge.
14	THE WITNESS: All right. Hold on.	14	Q. -- information as to -- okay. Let me just ask
15	MR. MCCARTHY: I'm objecting to taking a	15	one more time, just so we have it clear on the record.
16	break.	16	Are you aware of any evidence or information
17	THE WITNESS: All right. You don't have to	17	regarding any physical items that Mr. Davis may have
18	take a break if you don't want to. I'll be gone -	18	taken during the alleged physical intrusion?
19	- I'll be back in a minute, yeah.	19	A. Not to my knowledge, no.
20	MR. MORLAN, III: Well, I'm requesting that we	20	Q. Okay. And to be clear, Mr. Bennett, I
21	go off the record and I'm objecting to counting	21	appreciate your time here today and my questions, and
22	towards my time.	22	some of them, to the extent they were repetitive, were
23	THE COURT REPORTER: In order for to go off	23	not intended to induce you in any way to not exercise
24	the record, all the parties have to be in	24	your Fifth Amendment rights.
25	agreement.	25	And that's an important right under our

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01 constitution that I respect. And I don't personally 02 hold it against you. 03 But I just wanted to make clear for the record 04 before we conclude this deposition. Do you in any way 05 feel that you were harassed by anyone today during any 06 part of this deposition? 07 A. I can handle it, so, no. I'm fine. 08 Q. Do you believe that I was harassing you in any 09 way during the deposition? 10 A. I'd rather not comment on it. 11 Q. Well, I need to ask for purposes of keeping 12 the record clear. I know that sometimes people -- 13 certain witnesses can be influenced by things that the 14 counsel says, but remember, I would remind you that 15 you're under oath here and you are the arbiter of what's 16 true and accurate with respect to your testimony. 17 So, bearing that in mind, do you feel that I 18 was harassing you today when I was asking you questions 19 in your deposition? 20 A. I do not. 21 MR. MCCARTHY: Objection to the form. 22 MR. MORLAN, III: Thank you, Mr. Bennett. I 23 have nothing further at this time, but I do reserve 24 the right to the extent it's necessary based on 25 some of the objections that were made today to come	01 Q. Was it a few weeks? 02 A. Few days. 03 Q. Few days, okay. Just when you thought that 04 you were out, pulled you back in there. What company 05 did you try to go to? A. DRV Capital. Q. Does that -- what does that stand for? A. I honestly don't know. Q. Do you consider DRV Capital a competitor of 777 Partners? A. Of some of their portfolio companies. Q. Did Josh Wander tell you that you couldn't leave because of a non-compete clause in your contract? MR. MCCARTHY: Objection to the form. A. It was implied. BY MR. DONOVAN: Q. How did they imply it? A. It was -- MR. MCCARTHY: Objection to the form. A. More so, the new employer was concerned over the non-compete. BY MR. DONOVAN: Q. I see. So, did Josh Wander reach out to DRV Capital after you joined? MR. MCCARTHY: Objection to the form.
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01 back, if necessary. But Mr. Bennett, I'm going to 02 try to avoid that if at all possible. 03 THE WITNESS: I appreciate that. 04 MR. MORLAN, III: And I appreciate your time 05 today. 06 MR. DONOVAN: Mr. Morlan, I'm going to ask 07 like two minutes of questions, maybe one minute 08 here. 09 MR. MORLAN, III: Okay. 10 MR. DONOVAN: If you don't mind, before we go 11 off the record, I just want to make sure I 12 understand some of the testimony that you just 13 gave. 14 RE-DIRECT EXAMINATION 15 BY MR. DONOVAN: 16 Q. So, Mr. Bennett, you testified that you 17 actually left 777 Partners in June or July 2023? 18 MR. MCCARTHY: Objection to the form. 19 A. Yes. 20 BY MR. DONOVAN: 21 Q. All right. So, is it fair to say that you 22 actually left 777 Partners in June or July 2023 and then 23 came back a few months later? A. It was not a few months. It was shorter than that.	01 A. I am not sure. BY MR. DONOVAN: Q. Do you have any understanding of how DRV Capital found out that you had a non-compete clause in your contract that may not have allowed you to work for DRV Capital for a period of time? A. Within my employment agreement. Q. Right. But I'm just asking who told DRV Capital that you had a non-compete clause in your contract? A. I think they asked me and I was forthright about it. I'm not sure if somebody reached out to them from 777, yeah. Q. Do you -- would you say that Josh Wander, Steven Pasko threatened you in order to come back to 777 Partners? MR. MCCARTHY: Objection to the form. A. I'll invoke the fifth. BY MR. DONOVAN: Q. Do you think that Josh Wander and Steven Pasko believed that you knew too much about the fraud they had perpetrated to allow you to leave? A. I'll invoke the fifth. MR. MCCARTHY: Objection to the form. BY MR. DONOVAN:

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Page 150		Page 152
01	Q. Have you communicated about 777 Partners	01 about you, Mr. Morlan?
02	business over text message?	02 MR. MORLAN, III: My office will follow up, if
03	A. I'll invoke the fifth, please.	03 we need it.
04	Q. Have you communicated about 777 Partners	04 THE COURT REPORTER: Okay. So, not right now.
05	business over the Microsoft Teams application?	05 (Deposition concluded at 06:03 P.M.)
06	A. I'll invoke the fifth, please.	06 (Reading and signing of the deposition by the
07	Q. Do you have the Signal application installed	07 witness has been reserved.)
08	on your cell phone?	08
09	A. Not to my knowledge, no.	09
10	Q. Do you have the Telegram application installed	10
11	on your cell phone?	11
12	A. I don't think so, no.	12
13	Q. Did you communicate about 777 Partners	13
14	business over WhatsApp?	14
15	A. I'll invoke the fifth.	15
16	MR. DONOVAN: Okay. Nothing further from me.	16
17	MR. MCCARTHY: No questions from the	17
18	Plaintiff.	18
19	THE COURT REPORTER: All right, Counsels, can	19
20	you explain read or waive before we go off the	20
21	record to the Witness?	21
22	MR. SLOMAN: Nick, you have the right to read	22
23	every word of the transcription of your deposition,	23
24	or you can waive it. I would advise you to read	24
25	it. So, with that, you can tell the Court Reporter	25
Page 151		Page 153
01	whether you want to read or waive it.	01 CERTIFICATE OF REPORTER
02	THE WITNESS: I'll read it.	02 STATE OF FLORIDA
03	THE COURT REPORTER: Read it. All right.	03 COUNTY OF MIAMI-DADE
04	THE VIDEOGRAPHER: This concludes today's	04
05	deposition. We're going off the record, the time	05 I, MICHELLE VILLALOBOS, Court Reporter and Notary
06	is 06:03 P.M.	06 Public for the State of Florida, do hereby certify that
07	THE COURT REPORTER: And before everyone logs	07 I was authorized to and did digitally report and
08	off, I just want to ask about transcript orders.	08 transcribe the foregoing proceedings, and that the
09	Are we ordering in the same fashion as earlier?	09 transcript is a true and complete record of my notes.
10	Do you want it rough by tomorrow?	10
11	MR. MCCARTHY: Yeah.	11 I further certify that I am not a relative,
12	THE COURT REPORTER: I can provide the rough	12 employee, attorney or counsel of any of the parties,
13	by end of business tomorrow since this was a lot	13 nor am I a relative or employee of any of the parties'
14	longer.	14 attorneys or counsel connected with the action, nor am
15	MR. DONOVAN: Yeah, it's fine.	15 I financially interested in the action.
16	THE COURT REPORTER: Okay. You'll get it	16
17	probably before 05:00 P.M. The other one, you'll	17 Witness my hand this 26th day of March, 2025.
18	get in the morning.	18
19	MR. DONOVAN: Okay.	19
20	THE COURT REPORTER: Every -- does everyone	20
21	want the same -- the final by Wednesday morning or	
22	tomorrow by end of business?	
23	MR. MCCARTHY: I don't need a rough, but I'll	
24	take the final on the same schedule.	
25	THE COURT REPORTER: Okay, the copy. And how	

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Page 154		Page 156
01	CERTIFICATE OF OATH	1 Errata Sheet
02	STATE OF FLORIDA	2
03	COUNTY OF MIAMI-DADE	3 NAME OF CASE: 777 Partners LLC & Suttonpark Capital vs Leadenhall Capital
04		4 DATE OF DEPOSITION: 03/24/2025
05	I, MICHELLE VILLALOBOS, the undersigned	5 NAME OF WITNESS: Nicholas Bennett
06	authority, certify that NICHOLAS J. BENNETT, personally	6 Reason Codes:
07	appeared before me and was duly sworn on the 24th day	7 1. To clarify the record.
08	of March, 2025.	8 2. To conform to the facts.
09		9 3. To correct transcription errors.
10	Witness my hand this 26th day of March, 2025.	10 Page ____ Line ____ Reason ____
11		11 From _____ to _____
12		12 Page ____ Line ____ Reason ____
13		13 From _____ to _____
14	MICHELLE VILLALOBOS, COURT REPORTER	14 Page ____ Line ____ Reason ____
	NOTARY PUBLIC, STATE OF FLORIDA	15 From _____ to _____
15	Commission No.: HH 373556	16 Page ____ Line ____ Reason ____
	Commission Exp: MARCH 15, 2027	17 From _____ to _____
16		18 Page ____ Line ____ Reason ____
17		19 From _____ to _____
18		20 Page ____ Line ____ Reason ____
19		21 From _____ to _____
20		22 Page ____ Line ____ Reason ____
21		23 From _____ to _____
22		24
23		25 _____
24		
25		
Page 155		
01	DATE: 03/26/2025	
02	TO: NICHOLAS J. BENNETT	
03	C/O Jeffrey H. Sloman, Esquire	
	Stumphauzer Kolaya Nadler & Sloman, PLLC	
04	IN RE: 777 Partners LLC & Suttonpark Capital v.	
05	Leadenhall Capital	
06	CASE NO: 24-81143-CIV-DMM	
07	Dear Mr. Bennett,	
08	Please take notice that on 03/24/2025, you gave	
09	your deposition in the above-referenced matter. At	
10	that time, you did not waive signature. It is now	
11	necessary that you sign your deposition. You may do so	
12	by contacting your own attorney or the attorney who	
13	took your deposition and make an appointment to do so	
14	at their office. You may also contact our office at	
15	the below number, Monday -	
16	Friday, 9:00 AM - 5:00 PM, for further information and	
17	assistance.	
18	If you do not read and sign your deposition within	
19	thirty (30) days, the original, which has already been	
20	forwarded to the ordering attorney, may be filed with	
21	the Clerk of the Court.	
22	If you wish to waive your signature, sign your	
23	name in the blank at the bottom of this letter and	
24	promptly return it to us.	
25	Very truly yours,	
	Michelle Villalobos, Court Reporter	
	Universal Court Reporting	
	(954) 712-2600	
	I do hereby waive my signature.	
23	Nicholas J. Bennett	Brian Donovan, Esquire
24	Cc: via transcript:	Jeffrey H. Sloman, Esquire

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